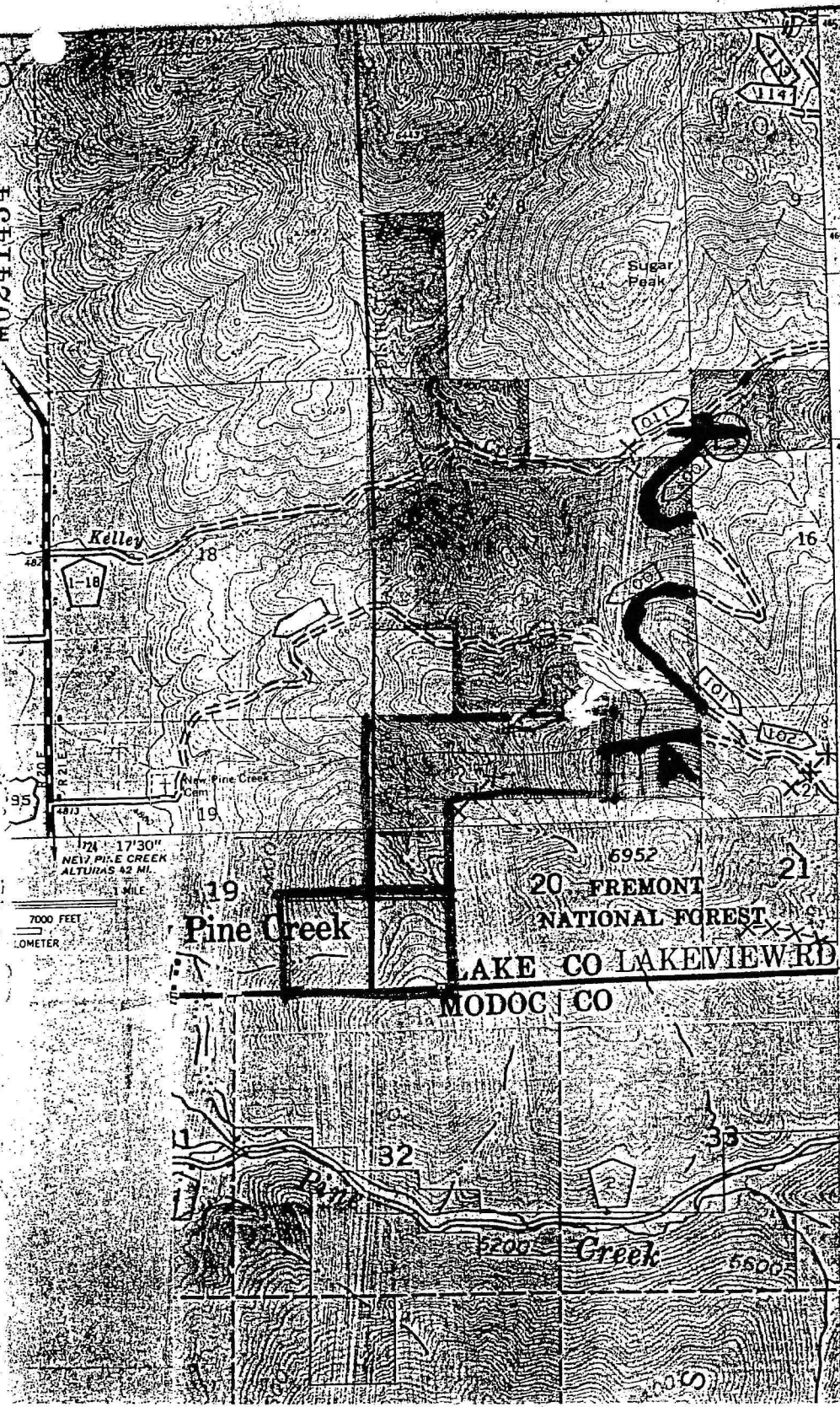


M0241434



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CONSTRUCTED IN
OFFICE, PORTLAND
1987 FROM U.S. F
PRIMARY BASE SER
GEOLOGICAL SURVEY
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ERATED BY THE FR
FOREST, SO - ENG
DETAIL HAS BEEN
ENTERED ON MAP T
MEET NATIONAL MA
STANDARDS.

7000 FEET
1 MILE
Kilometer

19 Pine Creek
20 FREMONT NATIONAL FOREST
21
LAKE CO LAKEVIEW RD
MODOC CO

42°00' N
42°00' E
41 S
48 N
48 N

EXHIBIT
A

970 000
FEET (CALIF.)
48 N
48 N

M0241435

EXHIBIT B

1. The Grantee agrees to install a culvert in Kelly Creek at point "B" designated on the attached Exhibit map in accordance with specifications approved by the Oregon Department of Forestry.
2. The Grantee agrees to pay for all timber cut or damaged by use or improvement of the existing road covered by this easement based on market value at the time of cutting or damage.
3. The rights herein granted are for the purposes of maintaining, repairing, and using a roadway by GRANTEE, and the licensees and permittees of GRANTEE, for access to GRANTEE'S property, including, but not limited to, the transportation of forest and mineral products over said roadway.
4. GRANTOR reserves the exclusive right to grant further easements across the above described land.
5. GRANTEE shall save and hold harmless the GRANTOR from any and all liability claims of any kind whatsoever associated with this easement.
6. GRANTEE shall observe and comply with all federal, state, and local laws and regulations which in any manner affect the activities of GRANTEE under this easement.
7. This easement may be terminated by GRANTOR and all rights herein granted cease immediately in the event:
 - a. If for a period of 10 years GRANTEE shall fail to use or otherwise abandon said easement; or
 - b. If GRANTEE shall fail, neglect, or refuse to keep, observe, or perform any of the conditions or agreements herein contained, for a period of 30 days after having been given written notice to comply therewith; or
 - c. Immediately upon insolvency, adjudication of bankruptcy, or appointment of a receiver for the property of GRANTEE.

Upon GRANTOR'S written notice of termination, GRANTEE shall execute a recordable document evidencing termination of easement.

[Handwritten signature]
Manager

M0241436.

- 192
8. GRANTEE, when using the roadway on said easement and right of way, shall maintain the said roadway in a condition as good as existed prior to the commencement of such use, provided that when GRANTEE and other authorized parties jointly use said roadway, then each party shall be responsible for a proportionate part of the entire maintenance which said part shall be based upon the ratio of part use to total use.
9. GRANTEE shall obtain and keep in effect, during the use of the within described easement and right of way, when used for commercial purposes, the following types of insurance:

a. Property damage, including automobile, in an amount not less than \$1,000,000.00.

b. Bodily injury in an amount not less than \$1,000,000.00.

The insurance shall be by a company duly registered and authorized to do business in the State of Oregon. GRANTEE shall provide GRANTOR with a copy of the insurance policy or certificate of insurance, such to be signed by an official representative of the insurance company; attached to such copy of policy or certificate shall be an endorsement whereby the insurance company agrees to give ten (10) days prior written notice to GRANTOR of any intended or proposed cancellation of the insurance.

10. This easement, including its terms and conditions shall inure to the benefit not only of the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.
11. All agreement and conditions of this easement are alike binding upon the GRANTEE and any other future holders of this agreement.

State of Oregon }
County of Lake } ss. Reel 24
File 1432

I hereby certify that the within instrument was received and filed for record on the 29th day of December 1995 at 11:01 o'clock A. M. and recorded on Page 188 in book 232 Record of Deeds of said County

Karen O'Connor
County Clerk

John B. Clark Deputy