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EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that Crown Zellerbach Corporation, a corporation organized and existing under the laws of the State of Nevada, hereinafter called the "Grantor" does hereby grant and convey to the United States of America, acting by and through the Forest Service, U.S.D.A., and assigns, hereinafter called the "Government", an easement and right-of-way, including the right, privilege, and authority to maintain, patrol, and repair a roadway for access to Government lands and electric and telephone transmission lines serving Government lands, over, along, and across the following described real property situated in the County of Klamath, State of Oregon, to wit:

A strip of land 66 feet in width traversing the following described real property:

The N $\frac{1}{2}$ S $\frac{1}{2}$ of Section 15, N $\frac{1}{2}$ E $\frac{1}{2}$ of Section 16,
NE $\frac{1}{2}$ SE $\frac{1}{2}$, NE $\frac{1}{2}$ SW $\frac{1}{2}$, SE $\frac{1}{2}$ NW $\frac{1}{2}$ of Section 17; all in
T. 28 S., R. 8 E., W.M.; Klamath County, Oregon.

The said strip being 33 feet in width on each side of the centerline of the Bear Flats road as located on the ground, with such additional width as required for adequate protection of cuts and fills. Together with reasonable rights of ingress, egress, and regress to and from said lands for the purposes designated. The said centerline being designated and described as shown on "Exhibit A" which is attached hereto and made a part hereof.

The Grantor reserves to itself, its successors and assigns, the right to cross and re-cross said strip of land at any place on grade or otherwise for any means and for any purpose, and to use, maintain, patrol, and reconstruct said road for any purpose, in such manner as not unreasonably to interfere with the use of said road by the Government or its authorized users, or cause substantial injury thereto; Provided, that during periods when the Grantor, its successors and assigns, uses said road, it will perform its share of road maintenance on the portions so used, or shall contribute to the cost of said maintenance, so that its proportionate share (based on the ratio that its hauling bears to the total volume hauled during said period of use) of the cost of maintaining the road, to the extent necessary to restore or maintain the road to the condition existing at the start of the use, will be paid or performed.

The Grantor further reserves to itself, its successors and assigns, all timber on said right-of-way, provided that the Government or its timber purchasers shall have the right to cut timber upon the right-of-way to the extent necessary for the reconstruction or betterment of said road. The method of disposal of such timber so cut shall be mutually determined by the Grantor and the Government in advance of actual road reconstruction or betterment. The Grantor further reserves the right to grow and harvest forest crops on that portion of said right-of-way not actually used for road purposes.

The rights, privileges, and authorities herein granted are for full use and enjoyment of the Government for any and all purposes deemed necessary or desirable in connection with the control, management, and administration of the National Forest, or the resources thereof, and insofar as compatible therewith, use by the general public.

The rights, privileges, and authorities herein granted shall continue for the purposes granted, but if, for a period of five (5) years, the Government or its authorized users shall cease to use the rights, privileges, and authorities herein granted for the purpose granted, or shall abandon the use of the easement herein granted, then, in any such event, the rights of the Government shall cease and all rights hereunder shall revert to the holder of the fee title to the lands without any re-entry required.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 27 day of August, 19 41.

CROWN ZELLERBACH CORPORATION

By

Attest:

APPROVED

W. J. INC. 11