EASEMENT

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THIS EASEMENT, dated this 25th day of June , 1965, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor," to Weyerhaeuser Company, a corporation of the State of Washington, hereinafter called "Grantee,"

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 USC 532-538) for a road over certain lands or assignable easements owned by the United States in the Counties of Lake and Klamath, State of Oregon, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the grant of reciprocal rights-of-way received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as "Grantee"), subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises," in the Counties of Lake and Klamath, State of Oregon, to-wit:

> The location of said premises is shown approximately on Exhibits A and B attached hereto.

A strip of land sixty-six (66) feet in width traversing the following described real property:

The land subdivisions in Klamath and Lake Counties listed on the attached Schedule I.

Said strip of land being thirty-three (33) feet in width on each side of the centerline of said roads, with such additional width as required for adequate protection of cuts and fills.

Said "premises" shall be thirty-three (33) feet on each side of the centerline with such additional width as required for adequate protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted: Provided, however, that any timber or other materials hauled by the Grantee from lands now owned by third parties in the agreement area shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's right to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Operating vehicles with bunk widths not to exceed 10 feet, with log lengths not to exceed 48 feet, and with gross weight not to exceed 130,000 pounds, and logging and other equipment in excess of the size and weight limitations otherwise applicable to public roads may be used on the road; provided, should Weyerhaeuser use the roads to move vehicles or equipment weighing in excess of 115,000 pounds and should such use damage bridges located on the roads, Weyerhaeuser agrees to bear its equitable share of the cost of repairing such damage. Loads of logs shall be secured to the vehicles in a manner consistent with the state safety code as it applies to the portion of the road being used.

- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rule or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- D. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, that party will perform or cause to be performed or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit noncommercial use unless provision is made by Grantor or by the noncommercial users to bear proportionate maintenance costs.

E. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment, as approved by the Regional Forester.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.

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- 2. The right alone to extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to members of the public; Provided, That such additional use also shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
- 3. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.
- 4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Provided that so long as the Fremont National Forest-Weyerhaeuser Road Right-of-Way Construction and Use Agreement dated $\underline{May & 60, 196.5}$ remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

If for a period of five (5) years, Grantee shall cease to use the road for the purposes granted, then abandonment shall be presumed. The presumption shall be rebuttable in any appropriate proceeding. Upon abandonment or adjudication thereof, Grantee shall furnish to Grantor or its assigns, a statement in recordable form evidencing release of the premises from this easement.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act abovementioned, the Delegation of Authority and Assignment of Functions by the Secretary of Agriculture dated December 24, 1953, (19 Fed. Reg. 74), the Delegation of Authority by the Chief, Forest Service, dated September 30, 1963, (28 Fed. Reg. 10828), and the Delegation of Authority by the Deputy Chief, Forest Service, dated <u>April 16</u>, 1965, (36CFR 212.10 the provisions of which have been complied with), on the day and year first above written.

UNITED STATES OF AMERICA

Lebert Forester

Forest Service Department of Agriculture

State of County of UN

On this day personally appeared before me

before me <u>Aubert stone</u>

to me known to be the identical individuals described in and who executed the within and foregoing instrument and acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this $\frac{2}{2}$

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FOREST SERVICE OWNERSHIP

SCHEDULE I

LAKE COUNTY

All referenced to Willamette Meridian

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T.27S., R.12E. SW458W44. N¹2NW44, SE42NW44, W¹25E¹24, SE¹43SE¹44. Section 21: 28: 33: NE¹ NE¹ A. 34: W12NW14. 35: SE4SE4 T.28S., R.12E. Lot 1, Lot 2. EzaNuta, SutaNuta, NutaSuta. Waneta, SetaNuta, SutaSuta, NtaSuta. NtaNuta, SetaNuta, SutaNeta, NtaSeta, SetaSeta. Section 2: 11: 15: 22: SW4SW4. 23: N¹ZNW¹4, SE¹ANW¹4, E¹ZSW¹4, SW¹4SW¹4. 26: 35: W12W12. T.29S., R.12E. W2NW4, NW3SW4, E42SW4. E42NW4, W2NE4, E42SW4, NW42SE4. NE42NW4, S42NW4, W2SW4. SE4, E42SW4, SW42SW4. Section 2: 11: 14: 15: NE1 21: NW-NW-a 22: Wzwiz, Seaswia, Sizseia. Swizswia, Ezseia, SeiaNeia. 23: 24: 25: NE-INW-1, NE-14, NE-145E-14, W-25W-14. 26: NE-INE-14, N-20W-14, SE-INW-14, SW-20W-14, NW-25E-14. W2NW2, NW2SW2. 36: T.29S., R.13E. Section 19: SE¹₄SW¹₄, Lot 4. 27: S12S12. $S_{2}^{1}SE_{4}^{1}$, $SE_{4}^{1}SW_{4}^{1}$, $N_{2}^{1}SW_{4}^{1}$, $SW_{4}^{1}NW_{4}^{1}$. $S_{2}^{1}NE_{4}^{1}$, $W_{2}^{1}SE_{4}^{1}$, $E_{4}^{1}SW_{4}^{1}$, $SW_{4}^{1}SW_{4}^{1}$, $SE_{4}^{1}NW_{4}^{1}$, $W_{2}^{1}NW_{4}^{1}$. 28: 29: 30: N¹2N¹2, SE¹3SE¹4. N¹5NE¹4. 31: SWANWA, NANWA. 32: 34: NEANEA. 35: NANEA. 36: NWA, EASWA, SWASWA. T.30S., R.13E. Socies, K. 13E. Section 1: NWANWA, WESWA, SEASWA. 2: EANEA, SWANEA, NESEA. 12: NEANWA, WENEA, SEANEA. T.31S., R.13E. Lot 6, Lot 7, NW SEA, SW4. Section 1: N-25E-4, NE-45W-4, S-25W-4. 2: S12S12. 3: SISEIA, SEASWA, NISWA. 4: 4: 5-52-4, 52-42, 42-544. 11: $E_{2NW_{4}}^{1}$, $E_{2SW_{4}}^{1}$, 14: $SW_{4NW_{4}}^{1}$, $W_{2SW_{4}}^{1}$, 23: $W_{2NW_{4}}^{1}$, $SE_{4NW_{4}}^{1}$, 33: $S_{2SW_{4}}^{1}$, $W_{2SE_{4}}^{1}$, $NE_{4SE_{4}}^{1}$, $SE_{4NW_{4}}^{1}$, $SE_{4W_{4}}^{1}$, SE_{4 T.32S., R.13E. $S_{2}^{1}S_{2}^{1}$, $N_{2}^{1}SW_{4}^{1}$. Section 4: 9: E¹2E¹2. SW4SW4. 21: $E_{2}^{1}SW_{4}^{1}$, $NW_{4}^{1}SW_{4}^{1}$, $S_{2}^{1}NW_{4}^{1}$, $NW_{4}^{1}NW_{4}^{1}$. 28: 29: SE¹ANE¹4. 33: $E_{ZW_{Z}}^{1}$, $SW_{4}^{1}NE_{4}^{1}$, $SW_{4}^{1}SE_{4}^{1}$. ł 22

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1 Ĺ . 6. Page 2 7 1227 57 T.30S., R.14E. Lot 3, Lot 4, SELSW4. Section 7: Lot 4, SEASWA. 18: 19: Lot 1, Lot 2, Lot 3, Lot 4, Lot 1, Lot 2, SEINWIA, ELSWIA. 30: 31: E-2W-2. T.31S., R.14E. Section 5: SW4SW4. 6: SE'SE'a. 7: NEMNEM. NINWIA, WANEIA, SEIANEIA. 8: Nywy, Swynwa, wyswa, Selaswa. Wywy, Selaswa, nelanwa. Nelanwa, wynela, nysela, selasela. 9: 10: 15: 22: SWaSW4. 23: Staneta, Setanuta, utanuta, utaseta, Setaseta. Setaneta, netaseta. 25: 26: 35: 36: W2SW4. T.32S., R.14E. Section 1: Lot 3, SEANWA, SWANEA, NASEA, SEASEA. T.30S., R.15E. ELSWA, SWASWA. Section 5: 27: WZSWZ. WISEIA, EISWIA, EISNWIA. 28: 30: E2SW4. 31: Lot 1, Lot 2, NE⁴ANW⁴A. 32: E⁴SW⁴A, N⁴SE⁴A, SE⁴ANE⁴A. 33: SW⁴ANW⁴A, N⁴ANW⁴A. 41. Mtd. Articl. 34: NWANWA. T.31S.,R.15E. NEASEA, SIZSEA. Section 7: SEASEA. NANEA, SEANEA, NASEA, SWASEA, SEASWA. NEANWA, Lot 1, Lot 2, Lot 3, Lot 4. 16: 18: 19: 21: NE ANE . NE¹SW¹4, SE¹4. 22: 25: SINE'S. EXNEX, SWANEZ, NZSWA. EXSEL, EZSWA, NWASWA. 28: 29: 30: N¹2SE¹4, SW14NE¹4, E¹2NW¹4, Lot 1. 32: SWA, SEMWA, SELSEL, NZSEL, WZNEL, SEMEA. 33: NZSWA. 31: T.32S., R.15E. Section 5: $E_{2}^{1}SW_{4}^{1}$, $SE_{4}^{1}NW_{4}^{1}$, Lot 1, Lot 2. 6: Lot 1, Lot 2, Lot 3, Lot 5, Lot 7, $SW_{4}^{1}NW_{4}^{1}$. 7: Lot 1, Lot 2, Lot 3, $E_{2}^{1}SW_{4}^{1}$, $S_{2}^{1}SE_{4}^{1}$. 9: SW4SW4. 17: Wanwa, Selanwa, Elaswa, Swasela. 18: NELNEL. WINEIA, SEIANEIA, NEIASEIA. NEIANUIA. 20: 28: T.36S., R.16E. Section 1: SE¹₄SE¹₄. 12: N¹₂NE¹₄, SW¹₄NE¹₄, NW¹₄SE¹₄, E¹₂SW¹₄, SW¹₄SW¹₄. 13: NW4, SW4NE4, SW4SE4, 14: E4SW4, NW4SE4, S4NE4. 8 WZSEZ, NEZSEZ. NWZSWZ, SZNEZ, NEZNEZ. 21: 22: N-1NW-4. N-2N-2, SW-2NW-4, N-2SW-4, W-2SE-4. 23: 24: N¹2NW¹4. 28: 23

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1 Ľ Page 3 1228 T.37S., R.16E. 5? Section 12: SWASWA T.38S., R.16E. Section 31: Lot 2, Lot 3, SEANWA, NELSWA, WySEL, SELSEA. T.39S., R.16E. ESSWA, NWASWA, SWANWA. Lot 1, SEANEA. Section 5: 6: NEWNWAR, WARE'S. 8: WASSWA. 16: 16: WASWA. 17: NEASEA, EANEA, NWANEA. 21: NWANAA, SAWA. 28: EANWA, SWANEA, WASEA, SEASWA. 32: SEANEA, EASEA. 33: NANWA, SWANWA, SWASWA. T.405., R.16E. Section 3: WASSWAR. WYSWA. NYSEA, EYSWA, NWYSWA, SWANWA, Lot 4. NEWSWA, SEASEA. NWASWA, WANWA, NEWWA. NWA, SWANEA; WYSEA. SYNWA, NYSWA, NYSEA. SYNWA, NYSWA, NYSEA. ч. 4: 8: 9: 1 10: 13: 14: NEW, EXAMPLE, NEWSEL, NEWSWA, SANWAR, NEWNEY, SELANNA, Lot 2, Lot 3. NWANEY, ELANNA, NEWSWA, SLOWA, SLOWA, NWANNA, NWASWA. NWANNA, NWASWA. NWASEL, ELSWA, SLOES. 15: 17: 18: 23: 26: 34: T.415., R.16E. Wasely, Swanely, Sanwa, Lot 4. Section 2: Lot 1, Lot 2, Lot 3. Lot 1, S³N³z. 7: SWANWA, NWASWA. NANEA, SEANEA, EASEA, SWASEA. 8: 11: SISI, NEXSEN. 12: 13: NaNa. 14: NHANEA, EANHA, SHANHA, NHASHA. 15: NEASEA, SASA. 16: SASA. 17: SELSEL, SWANEL, SELNEL, NELSEL, 21: NWANEL, 22: Lot 1, SANWA, NEANWA, NWANEA. T.36S., R.17E. Section 1: SWANEA, NEASEA, SASA. SASWA, SWASEA. 2: S¹2S¹2. S¹2S¹2. 3: 4: ESEA, SANEA, Lot 2, Lot 3, Lot 4, SANA, SWA. 5: 5: ESDEA, 6: Stypeta. 9: Netawa, Nwaneta. 10: Stypeta, Netaswa, Nyseta, Setaseta. 10: SISIA, NASEA, EANEA. 11: 12: 14: N-N-1. 15: N-N-1, SW-1NW-1. S'S', NEZSEX. 17: Lot 2, SEANWA, NEA. 19: 20: NWANWA

Page 4 • . 1229 T.40S., R.17E. SI2SEI , EI2SWIA, NWIASWIA. Section 17: $N_{2}^{1}SE_{4}^{1}$, $NE_{4}^{1}SW_{4}^{1}$, $S_{2}^{1}NW_{4}^{1}$. 18: NE¹ANE¹A. 20: $N_{SNW_{4}}^{1}$, SE¹₄NW¹₄. NE¹₄SW¹₄, W¹₂SW¹₄. 21: Wanwa. Selanela, NaSela, Swa. 28: 29: WWW NEINWIA, SEISWIA. 32: T.41S., R.17E. Lot 3, Lot 4, $SW_{4}^{1}NW_{4}^{1}$. SELANEL, NZSELA, EZSWA, SWASELA. Lot 3, Lot 4, NELSWA, NZSELA, SELASELA, WZNELA, NELANWA. SWASWA, SWASELA. SELANLA, NLOTI. Section 5: 6: 7: 8: Swapwa, Swapea. SE45Wa, NzSE4. NzSWa, SE45W4, SW45E4, SzSE2SE4. SzSW45W4. 9: 10: 11: SW4SE14. 13: SW4NE14. 14: T.34S., R.18E. SW4SE4. Section 21: $NW_{4}^{1}NE_{4}^{1}$, $E_{2}^{1}NW_{4}^{1}$, $E_{2}^{1}SW_{4}^{1}$. 28: SE¹₄SE¹₄. 32: $W_{2}^{1}SW_{4}^{1}$, $NE_{4}^{1}SW_{4}^{1}$, $E_{2}^{1}NW_{4}^{1}$. 33: Lot 1, Lot 2, Lot 3, $SE_{4}^{1}NW_{4}^{1}$, $E_{2}^{1}SW_{4}^{1}$. WzE¹2, $SE_{4}^{1}SE_{4}^{1}$. T.35S., R.18E. Section 5: 8: $E_{NE_{4}}^{1}$, $N_{SE_{4}}^{1}$, $SW_{5SE_{4}}^{1}$, SE_{5}^{1} , SW_{4}^{1} , NW_{4}^{1} , $E_{SW_{4}}^{1}$, SW_{4}^{1} 17: 20: $W_{2}^{1}NW_{4}^{1}$. 29: SE $\frac{1}{4}$ N $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$. N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Lot 2. 30: 31: T.36S., R.18E. SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Lot 7. Lot 1, E $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$. Section 6: 7: EZEZ, SWASEA. 18: $N_{2}^{1}NE_{4}^{1}$, $SE_{4}^{1}NE_{4}^{1}$. $SW_{4}^{1}NW_{4}^{1}$, SW_{4}^{1} , $W_{2}^{1}SE_{4}^{1}$. 19: 20: 28: SW4SW4. EZEZ, NWANEA, SWASWA. 29: 30: S¹₂SE¹₄. SEANWA, WANEA, NEANEA. NANWA, SEANWA, SANEA, NEASEA. 31: 32: WaNWA, NWASWA. 33: KLAMATH COUNTY T.28S., R. 9 E. Section 33: SE¹₄SE¹₄. S12SW14, SE14SE14. 34: 35: SW4SW4, S12SE14. T.28S., R. 10E. Section 26: SW4SW4. SE¹4, SE¹4SW¹4. 27: 32: SE¹₄SE¹₄. 33: S¹₂S¹₂. $S_{2}^{1}S_{2}^{1}$, $Ne_{3}^{1}Se_{4}^{1}$, $e_{3}^{1}Ne_{4}^{1}$, $Nw_{4}^{1}Ne_{4}^{1}$, $Ne_{3}^{1}Sw_{4}^{1}$, $Ne_{3}^$ 34: 35: T.295., R. 9E. Section 1: N¹≱. 2: NEIANEIA. 4: NZNZ. $E^{1}_{2}NE^{1}_{4}$, $SW_{4}^{1}NE^{1}_{4}$, $NW_{4}^{1}SE^{1}_{4}$, $N_{2}^{1}SW_{4}^{1}$. 5: N¹2SE¹4, SW¹4NE¹4, SE¹4NW¹4, N¹4NW¹4. 6:

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SEASWA.
SEASWA.
NEANWA. WASEA. EASEA.
EAWA. WASEA. WANWA.
EAWA. SEANA. NEANWA.
EASEA. NWANEA.
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NEANEA.
NEANWA. WASEA. SEASEA. NWANWA.
NEANEA. 27: NE'ANE'A. 35: NE¹₄NE¹₄, SE¹₄SE¹₄. 36: Wawa, SELANWA, NELSWA. T.38S., R.14E. Soci, R.14E. Section 1: NW4SE4, SW4NE4, S4NW4. 2: Lot 1, Lot 2, Lot 3, S4NW4, NW4SW4. 3: N4SE4, SW4SE4. 9: SW15E14, NE15E14. 10: NW15W14. 33: SE¹₄SE¹₄. T.33S., R.15E. Section 13: Signway, NWASWAY. 14: Nigseig, Eigsway, Swasway. 22: Sigsway, wigseig, Eignway, wigneig, NEigneig. 23: NWANWAY.

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T.36S., R.15E. 365., R.15E. Section 6: NEtaNEta, witeta, SetaSWta. 19: WitsWita, NEtaSWita, NitaSEta, SetaSEta. 20: SinsWita, SwitaSEta, NitaSEta, SetaNEta. 21: SinsWita, NetaNWita, NitaSita. 22: SinsWita. 26: NEtaSEta, SWitaNWita.

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26: 27: NE-NE-

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T.37S., R.15E. Section 18: Lot 3, Elswig, SwigSEig. 18: 100 3, E-50 4, Swasta.
19: Nameta.
20: Wanta. Setanwa. Swaneta. NaSeta. Setaseta.
28: Wanta.
29: Netaneta.
33: Wanta. Setaswa.

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T.38S., R.15E. Section 4: SELNEL, NELSEL, Wigely, Lot 3. 6: Lot 7. 7: Lot 1, Lot 1, NEWNA, SANEZ, NEWSEL, SELSEZ. LOU I, NEANWA, SALEA, S SEASEA, WANEA, NASEA. WASWA, NANWA, SEANWA, SEASWA. NANEA. NANEA. 8: 9: 10: 15: 17: NEWNWA, WANE'S, NASE'S, SEASE'S. 22: 22: NEANWA, WAREA, NGLA, NGLA, 23: SWASWA. 26: SIANWA, WASWA, SEASWA. 31: Lot 4, SISEA, NEASEA. 35: EIANWA, NWASEA. 36: EISWA, NWASEA, SEANEA.

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