50422

ία)

12050 VOL. MALPAGE

UXI

THIS EASEMENT, dated this 21st day of September, 1970, from WEYERHAEUSER COMPANY, a corporation of the State of Washington, hereinafter called "Grantor", to the UNITED STATES OF AMERICA, hereinafter called "Grantee",

WITNESSETH:

EASEMENT

Grantor, for and in consideration of the grant of reciprocal road use rights received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement for roads, hereinafter defined as the "premises", over and across the lands in the Counties of Lake and Klamath, State of Oregon, described on Exhibit "A" attached hereto.

The word "premises" when used herein means said strips of land, \square 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.

The approximate location of said premises is shown in red on Exhibits "B-1" and "B-2" attached hereto.

Said premises shall be 33 feet on each side of the center line with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the center line of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true center line of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.



1182 The acquiring Agency is the Forest Service, Department of Agriculture.

952

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

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 Grantee may reasonably impose upon or require of other users of the road. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee alone may extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantor or its successors: Provided, That such additional use also shall be controlled by Grantee so it will not unreasonably interfere with use of the road by Grantor or cause the Grantor to bear a share of the cost of maintenance greater than Grantor's use bears to all use of the road.

B. 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.



2953 183 . Sl

C. Grantor shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantee's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in the Fremont National Forest-Weyerhaeuser Company Road Right-of-Way Construction and Use Agreement dated May 28, 1965, until such time as the amounts paid by such means or by credits received from Grantee shall total the amount set forth in said agreement. Timber or other materials hauled by Grantor from lands of the Grantee shall be regarded as though hauled by someone else. 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 Grantee permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use 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.

D.

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

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns and successors in interest:

2954

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 and rules as Grantee may reasonably impose upon or require of other users of the road without reducing the rights hereby reserved: Provided, however, That any timber or other materials hauled by the Grantor from lands now owned by third parties in the agreement area as shown on Exhibits "B-1" and "B-2" attached hereto shall be treated as though hauled by someone else and: Provided further, That the right to use the road for the purpose of operating and moving specialized logging vehicles and other equipment shall not be restricted, except as follows:

180

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, that if there is any increase in the cost of road construction or reconstruction, repair or maintenance, which increased cost is solely attributable to Grantor's hauling of loads in excess of those permitted on adjacent State highways, Grantor shall bear such increase in cost.

- 2. 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 interfere unreasonably with use of the road.
- 3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.
- 4. 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 hereinbefore stated as payable to Grantor 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.

Provided, That so long as the Fremont National Forest-Weyerhaeuser Company Road Right-of-Way Construction and Use Agreement, dated May 28, 1965, 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, reconstruction, and maintenance of the roads and the allocation and payment of costs thereof.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the roads, or any segment thereof, for the purposes granted, or if at any time the Regional Forester determines that the roads, or any segment thereof, is no longer needed for the purposes granted, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor, its successors, or assigns, a statement in recordable form evidencing termination.





executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above-written.

WEYERHAEUSER COMPANY



2186

ACCEPTED:

UNITED STATES OF AMERICA CULALofferly By

Regional Abrester Forest Service Department of Agriculture Acting

STATE OF WASHINGTON SS COUNTY OF PIERCE On this <u>7</u> day of <u>October</u>, 1970, before me personally appeared <u>Charles W. Bingham</u> and <u>Mary B. Mosier</u> , to me known to be the Vice President Assistant Secretary and

respectively, of Weyerhaeuser Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they

6.

By <u>Marles M. Birgham</u> Vice President Attest: <u>Mary B. Mozer</u> Assistant Secretary















58. 2960 Township 36 South, Range 17 East of W. M. Lake County Section 1: Fr. N5NE5; SE5NW5 2: SW5NE5 6: Fr. S5SW5 11: WINE Township 37 South, Range 17 East of W. M. Lake County Section 6: N¹₂SE¹₄; SE¹₃SE¹₄ 8: W12W12 17: E3NW4; SW4 18: Lots 2 and 3 19: SHNEY; SELNWY 20: NE4NW4; S4NW4; S4 21: N4SW4; SW4SW4; N4SE4 22: NW4SW4; S4SW4 27: SW4NE4; E4NW4; N4SE4; SE4SE4 35: E4NE4; N4S4 Township 38 South, Range 17 East of W. M. Lake County Section 15: NEWNEY; SHNY; NHSWY; NWYSEY 16: $N_{2}SE_{4}$; $S_{2}N_{2}$; 21: $NE_{3}NW_{4}$ Township 36 South, Range 18 East of W. M. Lake County Section 6: Lot 4; Fr. SHNW4; Fr. NHSW4 The existing road upon, over and along a 66 foot strip of land upon, over and across: Township 36 South, Range 14 East of W. M. Klamath County Section 1: W4SW4 Section 12: SE4NE4; E4SE4 Township 36 South, Range 15 East of W. M. - B - M Klamath County Section 7: Fr. SW4SW4 186 Section 7: Fr. Sw4SW4 Section 17: W4SW4 Section 18: S4NE4; NE4SE4 Section 20: NW4NW4; SE4NW4; NE4SW4 Section 29: N4NE4; SE4NE4 æ -4 as particularly described in, and subject to the terms and conditions of the following instruments: (1) Easement, dated February 3, 1967, recorded February 27, 1967, in Volume M-67 of Deeds, Page 1308, Records of Klamath County. (2) Easement, dated June 28, 1966, recorded July 7, 1966, in Volume M-66 of Deeds, Page 6863, Records of Klamath County. /(3) Easement, dated November 8, 1968, recorded December 16,
1968, in Volume M-68 of Deeds, Page 10828, Records of Klamath County. hi K r Weyerhaeuser Company lands Exhibit A Page 7 of 7 Pages



































Se alendille