

72463

THIS EASEMENT, dated this 3rd day of January, 1973,
from Weyerhaeuser Company, a Corporation of the State of Washington,
hereinafter called "Grantor," to the United States of America,
hereinafter called "Grantee,"

WITNESSETH:

Grantor, for and in consideration of the grant of reciprocal easements
received by Grantor, does hereby grant to Grantee and its assigns, 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,"
over and across the following described lands in the County of Klamath,
State of Oregon:

Township 37 South, Range 14 East, W.M.

Section 20: SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 29: W $\frac{1}{2}$ NE $\frac{1}{4}$: S $\frac{1}{2}$ NW $\frac{1}{4}$

Section 30: SE $\frac{1}{4}$ NE $\frac{1}{4}$

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 here-
after constructed on the premises or any segment of such roads.

The location of said premises is shown on Exhibits A, B, and C attached
hereto.

Said "premises" shall be variable on each side of the centerline 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 centerline 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 trav-
ersed; if any land described herein is not traversed by the road as con-
structed, the easement traversing the same shall be terminated in the manner
hereinafter provided.

The acquiring agency is the Forest Service.

This grant is made subject to the following terms, provisions, and conditions:

- A. Grantee, its permittees, contractors, and assigns 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 dis-
posal by the owner of such timber.
- B. Grantor shall have the right to use for all useful purposes the road(s)
to be constructed, subject to traffic control regulations as provided
in 36 C.F.R. 212.7(a) (1) and (2), the bearing of road maintenance costs
proportionate to use as provided in 36 C.F.R. 212.7(d), and the bearing
of the cost of construction proportionate to use as provided in 36 C.F.R.
212.11.

The foregoing notwithstanding, this easement is granted subject to the follow-
ing reservations by Grantor, for itself, its permittees, contractors, assigns,
and successors in interest.

1. The right to use the road without costs for all purposes deemed necessary
or desirable by Grantor in connection with the protection and administra-
tion of Grantor's lands or resources, now or hereafter owned or controlled,
and for removal of timber cut on premises in construction of the road,
subject to the limitations herein contained;

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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 unreasonably interfere 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.

Provided that so long as the Fremont National Forest - Weyerhaeuser Company Road Right-of-Way Construction and Use Agreement dated July 1, 1971, 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.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, for the purposes granted, or if at any time the Regional Forester determines that the road 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.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above-written.



WEYERHAEUSER COMPANY

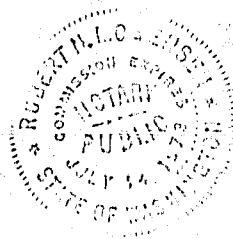
By J. P. McMahon
 Title Timber and Land Resources Manager

Attest:
 By Mary B. Mosier
 Title Assistant Secretary

STATE OF WASHINGTON)
) ss. *Timber & Land Resources Manager
 COUNTY OF KING)

On this 8th day of January, 1973, before me personally appeared J. P. McMahon and Mary B. Mosier, to me known to be the * and Assistant Secretary, 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 were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.



Robert H. Mogensen
 Notary Public in and for the State of
 Washington, residing at Tacoma

PROPERTY LINES ARE INDICATED.
 FOUND CORNER
 CORNER NOT FOUND +