

Nonshare-cost easement

EASEMENT

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THIS EASEMENT, dated this 26 day of February, 19 74, 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 U.S.C. 532-538), for a road over certain lands owned by the United States in the County of Lake, State of Oregon, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the grant of reciprocal easements 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, over and across the following described lands in the County of Lake, State of Oregon:

T.29S., R.12E., Section 28, NW1/4NW1/4, W.M.

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.

The location of said premises is shown approximately on Exhibit 1 attached hereto.

Said premises shall be 33 feet 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 centerline 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 traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

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

- A. 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 regulation shall reduce the rights herein expressly granted.
- 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.
- C. 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. Grantee alone may extend such rights and privileges for use of the premises to others.
- D. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

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The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the roads without cost for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of Grantor's lands or resources, now or hereafter owned or controlled, provided that such right of use shall not include use of the road by the public or for heavy hauling except to remove timber cut on the premises in construction or maintenance of the road.
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-Weyerhaeuser 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 reconstruction and maintenance of the road.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act above mentioned, the Delegation of Authority by the Secretary of Agriculture to the Assistant Secretary for Conservation, Research, and Education, the Delegation of Authority by the Assistant Secretary for Conservation, Research, and Education to the Chief, Forest Service, effective June 6, 1973 (38 14944), the Delegation of Authority by the Chief, Forest Service, dated June 5, 1968 (33 8552), and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965 (30 5647), the provisions of which have been complied with), on the day and year first above written.

UNITED STATES OF AMERICA

By:

R.M. Beerman
Regional Forester
Forest Service
Department of Agriculture

State of Oregon)
County of Multnomah) ss.

On this day personally appeared before me R.M. Beerman

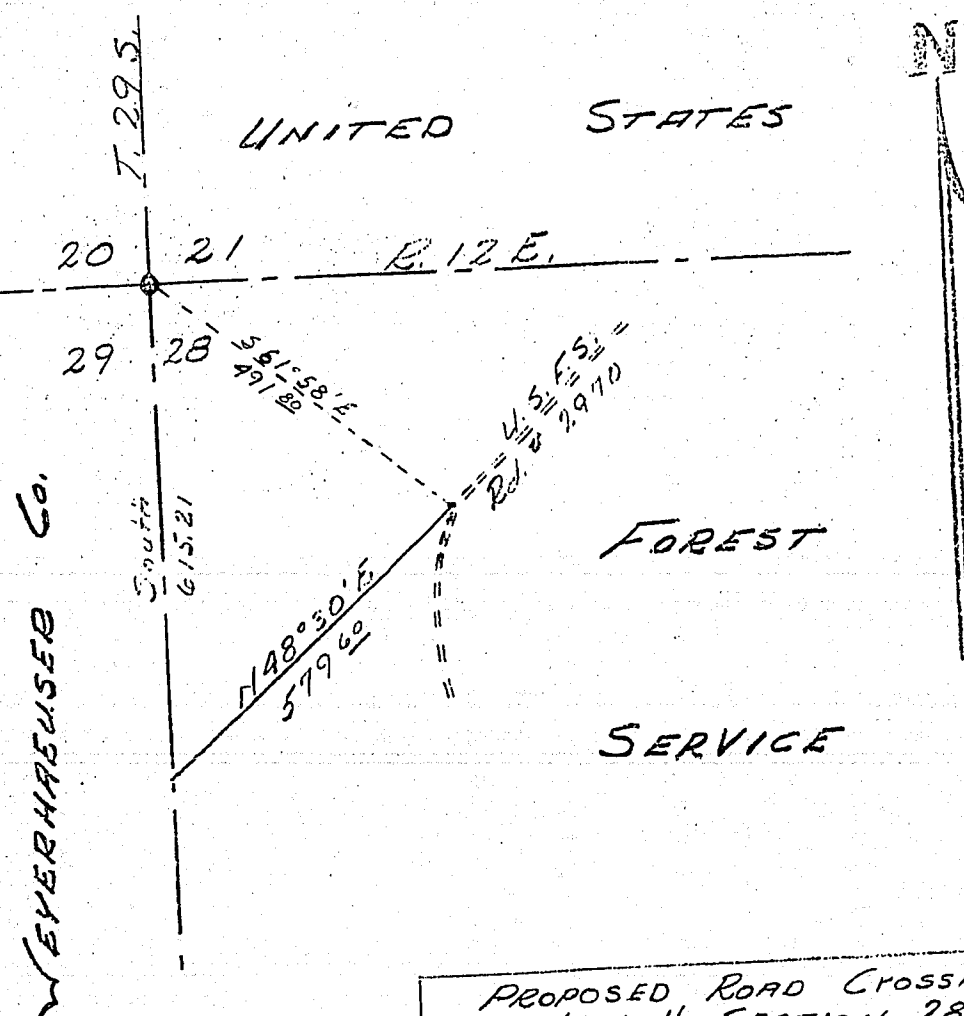
to me known to be the identical individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 26 day of February, 1974.

Elva M. Moller
Notary Public in and for the State of

Oregon
Residing at Portland
My commission expires October 20, 1974

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PROPOSED ROAD CROSSING
NW 1/4, NW 1/4, SECTION 28
T. 29 S. R. 12 E. W.M.
WEYERHAEUSER COMPANY
Klamath Falls Branch

Exhibit 1

Scale: 1" = 200' Date: 10-6-69
Del: C.L.C. Draw No. K-316

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Weyerhaeuser
this 15th day of April A. D., 19 76 at 9:23 o'clock A M., and duly recorded in
Vol. M74 of Deeds on Page 4595

Weyerhaeuser Co.
Attn: Lyle Fisher
P.O. Box 9 City

Fee \$6.00

WM. D. MINE, County Clerk
By Lucia Quintela Deputy