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EASEMENT

Vol. <sup>M</sup>75 Page 14941

THIS EASEMENT, dated this 14 day of November, 1975, 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 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 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 Klamath, State of Oregon:

Township 38 South, Range 5 East, W. M.

SW $\frac{1}{4}$ SW $\frac{1}{4}$   
SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 2  
Section 3

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.

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The location of said premises is shown approximately on Exhibit A 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.



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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.

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 purposes 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 Winema-Weyerhaeuser Road Right-of-Way Construction and Use Agreement dated September 19, 1972, 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.

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

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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 F.R. 14944), the Delegation of Authority by the Chief, Forest Service, dated June 5, 1968 (33 F.R. 8552), and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, (30 F.R. 5647), the provisions of which have been compiled with), on the day and year first above written.

UNITED STATES OF AMERICA

By: Robert M. Baemen  
Acting Regional Forester  
Forest Service  
Department of Agriculture

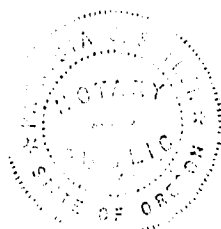


STATE OF Oregon } ss.  
COUNTY OF Multnomah

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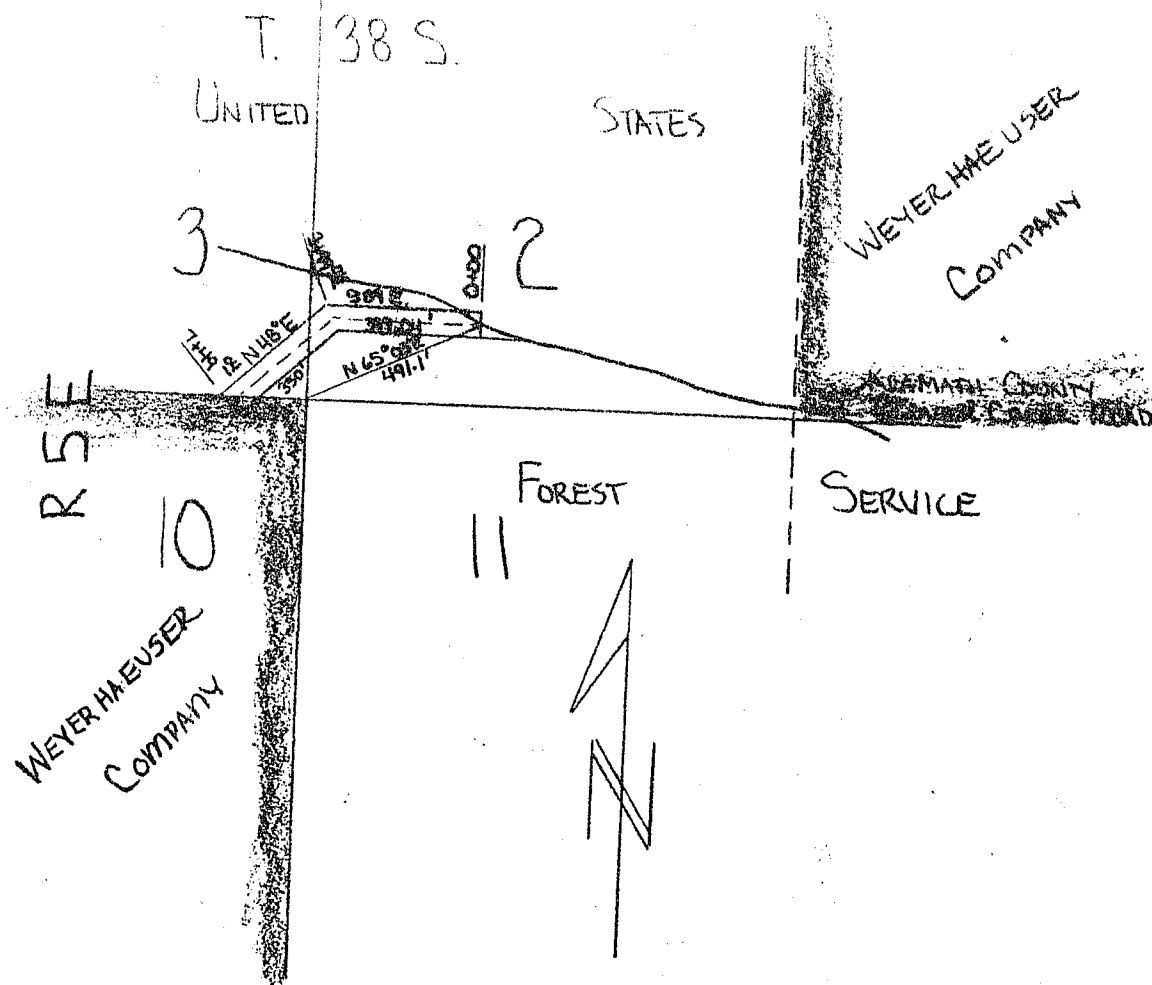
On the 14 day of November, 1975, before me, a  
Notary Public within and for said State, personally appeared  
Robert M. Beeman, Acting Regional Forester, Forest Service,  
Department of Agriculture, and the same person who executed the  
within and foregoing instrument, who being by me duly sworn accord-  
ing to law, did say that he is the Acting  
Regional Forester, Forest Service, Department of Agriculture, and  
that said instrument was signed in behalf of the United States of  
America by its authority duly given and by him delivered as and for  
its act and deed. And he did further acknowledge that he executed  
said instrument as the free act and deed of the United States of  
America, for the purposes and consideration herein mentioned and set  
forth, and I do hereby so certify.

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



Patricia J. Meeker  
Notary Public in and for the State of  
Oregon  
Residing at Portland  
My commission expires 10-23-78

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Ref: Weyerhaeuser  
PO Box 9  
to Lyle Dickson

EXHIBIT A

APPLICATION FOR NON-COST SHARE EASEMENT	
SEC. 2 & 3, T. 38 S., R. 5 E., W. 1/4 M.	
WEYERHAEUSER	COMPANY
KLAMATH FALLS	OREGON
SCALE 1" = 400' DATED: 9/25/75	

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record at request of WEYERHAEUSER CO  
this 26th day of NOVEMBER, A. D., 1975, at 12:26 o'clock P. M., and duly recorded in  
Vol. N 75, of DEEDS, on Page 14944  
FEE \$ 18.00

WM. D. MILNE, County Clerk  
By *Hazel Drazil* Deputy