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Vol. 76 Page RIGHT OF WAY PERMIT

THIS RIGHT OF WAY PERMIT (the "Permit"), dated this 14
day of March, 1975, from BOISE CASCADE CORPO-
RATION, a Delaware corporation ("Boise"), to WEYERHAEUSER TIMBER
COMPANY, a Washington corporation ("Permittee"):

W I T N E S S E T H:

Boise, for and in consideration of the terms and conditions
set forth herein, does hereby grant to Permittee, its successors
and assigns, the nonexclusive right, license and permission to
use, subject to validly existing rights, an existing road and
right of way in Klamath County, Oregon, fifty feet in width
upon, over and across the SE 1/4 of SW 1/4 and the S 1/2 of
SE 1/4 of Section 36, Township 28 South, Range 8, East of W.M.,
and Lot 1 and the Fractional N 1/2 of NW 1/4 of Section 1, the
Fractional N 1/2 of NE 1/4, the SW 1/4 of NE 1/4, Lot 3, the
S 1/2 of NW 1/4 and the N 1/2 of NW 1/4 of Section 2, the N 1/2
of S 1/2 of Section 3, the N 1/2 of S 1/2 of Section 4 and the
S 1/2 of SW 1/4, the NE 1/4 of SE 1/4 and the S 1/2 of SE 1/4
of Section 5, Township 29 South, Range 8, East of W.M., lying
twenty-five feet on each side of the center line as now existing
on the ground, such center line being more particularly described
as follows:

BEGINNING at Engineer's Station 0+00, a point on the South
line of said Section 5 distant 43.5 feet East of the South-
west corner of said Section, said point also being on the
arc of a 16° curve to the right, said curve at said point
being tangent to a line bearing North 3°44'30" East;
thence along the arc of said curve a distance of 452.1 feet

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to Engineer's Station 4+52.1; thence North 76°00' East (crossing the East line of said Section at Engineer's Station 55+98.0 distant 1063.0 feet South of the East quarter corner of said Section) a distance of 8165.5 feet to Engineer's Station 86+17.6; thence along the arc of a 10° curve to the right a distance of 140.0 feet to Engineer's Station 87+57.6; thence East (crossing the East line of said Section 4 at Engineer's Station 109+37.0 distant 363.0 feet South of the East quarter corner of said Section and crossing the East line of said Section 3 at Engineer's Station 162+17.0 distant 399.0 feet South of the East quarter corner of said Section) a distance of 9193.6 feet to Engineer's Station 169+51.2; thence along the arc of a 16° curve to the left a distance of 281.2 feet to Engineer's Station 172+32.4; thence North 45°00' East a distance of 3341.6 feet to Engineer's Station 205+74.0; thence along the arc of an 8° curve to the right a distance of 437.5 feet to Engineer's Station 210+11.5; thence North 80°00' East a distance of 1496.3 feet to Engineer's Station 225+07.8; thence along the arc of a 10° curve to the right (crossing the East line of said Section 2 at Engineer's Station 225+58.0 distant 180.0 feet South of the North-east corner of said Section) a distance of 100.0 feet to Engineer's Station 226+07.8; thence East a distance of 1618.2 feet to Engineer's Station 242+26.0; thence along the arc of a 10° curve to the left a distance of 334.5 feet to Engineer's Station 245+60.5; thence North 56°15' East (crossing the North line of said Section 1 at Engineer's Station 248+11.0 distant 455.0 feet West of the North quarter corner of said Section) a distance of 739.5 feet to Engineer's Station 253+00; thence along the arc of a 10° curve to the right a distance of 534.5 feet to Engineer's Station 258+34.5; thence South 70°00' East (crossing the South line of said Section 36 at Engineer's Station 271+12.0 distant 1575.0 feet East of the South quarter corner of said Section) a distance of 2626.0 feet to Engineer's Station 281+63.0, a point on the East line of said Section 1 distant 494.0 feet South of the North-east corner of said Section; the location of said center line is shown by a red line on Exhibit A, attached hereto.

Subject as to the SE 1/4 of SW 1/4 and the SW 1/4 of SE 1/4 of said Section 5 to an easement for a telephone line to The Pacific Telephone and Telegraph Company under an instrument dated December 23, 1929, and recorded in Volume 88 at Page 531, Deed Records of Klamath County, Oregon.

The approximate location of said road and right of way is designated on the map attached hereto as Exhibit "A" and made a part hereof by this reference.

This Permit is subject to the following terms and conditions:

1. Purpose. This Permit is granted solely for the purpose of enabling the Permittee to use, operate and maintain the existing logging road on the above described property and to transport logs over said logging road.

2. Term. This Permit shall commence on the day and month first above written in 1975 and shall continue until the same day and month in 1976; provided, however, that, except as otherwise provided in paragraph 7 hereof, the term hereof shall automatically be extended on a year-to-year basis thereafter, unless written notice of termination is sent by Boise to Permittee at least 90 days prior to the day and month first above written in 1976 or to the end of any succeeding permit year.

3. Payment for Use. Permittee shall pay to Boise a use fee of \$0.20 per thousand feet, board measure, per mile of road used by Permittee for the transportation of forest products. In addition thereto Permittee shall assume its pro rata share

of the annual cost of maintenance of the road, based upon the volume of forest products transported thereover by it during such year in relation to the total volume of forest products transported thereover during such year by all parties using the road; provided, however, that if Permittee, during any such year, is the sole user it shall assume the entire maintenance of the road.

4. Cutting Timber. Permittee shall have the right to cut only such timber as is necessary for maintenance purposes. Timber so cut shall, unless otherwise agreed, be cut into logs of lengths specified by Boise and decked in readily accessible locations along the existing road and right of way for disposal by Boise.

6. Fire Suppression and Control. Permittee shall:

- (a) Dispose of slash and other debris which it creates by its activities, by removal, burning or other means, in such manner that no fire hazard shall be created.
- (b) Do everything reasonably within its power to prevent forest fires and not allow disposal of any material by burning in open fires without a written permit from the proper fire protection agency together with proper authorization from the appropriate environmental control agency.

- (c) Maintain the lands subject to this Permit reasonably free of inflammable debris.

7. Liability of Permittee. Permittee shall pay for all damage to Boise's property resulting directly or indirectly from the negligent acts or omissions of Permittee hereunder, and shall reimburse Boise for all costs reasonably incurred for fighting fire resulting directly or indirectly from Permittee's acts or omissions hereunder whether negligent or otherwise. Permittee shall indemnify and hold Boise harmless against all claims or liabilities asserted by third persons resulting directly or indirectly from the Permittee's acts or omissions hereunder whether negligent or otherwise.

8. Termination. Permittee's rights hereunder shall terminate automatically ten days after notice from Boise of default if the default has not been remedied within such time. The termination of this Permit shall not prejudice Boise's right to collect damages accrued theretofore or thereafter accruing on account of Permittee's breach of any term hereof.

9. Exercise of Privileges. The exercise of any privileges granted hereby constitutes acceptance of all conditions of this Permit.

10. Reservations. Boise, for itself, its successors, assigns and permittees, reserves the right at all times and for any purpose to go upon, cross, recross and use the lands subject to this Permit.

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11. Assignment. Neither this Permit nor any interest herein or hereunder shall be assigned by Permittee without the written consent of Boise.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

BOISE CASCADE CORPORATION

ATTEST:

[Signature]
Assistant Secretary

By [Signature]
Senior Vice President

"PERMITTEE"
WEYERHAEUSER-TIMBER COMPANY

ATTEST:

[Signature]
Title Assistant Secretary

By [Signature]
Title Land & Timber Resources Manager
(Acting)

STATE OF IDAHO)
County of Ada) ss.

On this 14th day of March, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared J.E. Clute and J.R. [Signature], known to me to be the Senior Vice President and Assistant Secretary, respectively of BOISE CASCADE CORPORATION, one of the within named corporations, and acknowledged to me that the seal affixed to the foregoing instrument is the corporate seal of such corporation, and that said instrument was signed and sealed in behalf of such corporation by authority of its Board of Directors, and acknowledged to me that such corporation executed the same.

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

[Signature]
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My commission expires: 1/25/76