

57574

EASEMENT

Vol. ^M78 Page 24433

Gilchrist

THIS EASEMENT, dated this 29th day of September, 1978, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Gilchrist Timber Company, a Corporation of the State of Delaware, 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 or assignable easements 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 \$1.00 and the grant of reciprocal rights 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 lands in the County of Klamath, State of Oregon, as described on Exhibit I attached hereto.

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 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. 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

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hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted: Provided, however, That any timber or other materials hauled by the Grantee from lands now owned by third parties in the agreement area as shown on Exhibit B attached hereto shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

- B. Grantee shall comply with all applicable State and Federal laws, Executive orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.

- C. 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.

- D. 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 Grantor 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.

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

- E. Grantee shall have 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 payments of any charges hereinabove stated as payable to Grantee 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.

- F. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises with limits of \$100,000 for injury or death to one person, \$300,000 for injury or death to two or more persons and \$100,000 for damage to property.

- G. 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.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors and assignees:

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 Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
2. The right alone to 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 land or resources owned or controlled by Grantee or its successors: Provided, That such additional use also shall be controlled by Grantor so as to not unreasonably to interfere with use of the road by Grantee or to cause Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
3. 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.
4. 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-Gilchrist Timber Company Road Management Agreement dated December 30, 1975, 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 improvement, and maintenance of the road and the allocation and payment of costs thereof.

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 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, 7 CFR 2.60, and the Delegation of Authority by the Chief, Forest Service, dated January 5, 1978 (43 F.R. 1633), on the day and year first above written.

UNITED STATES OF AMERICA

Robert M. Beeman
(for) R. E. WORTHINGTON
Regional Forester
Forest Service
Department of Agriculture

STATE OF Oregon)
COUNTY OF Multnomah) : ss

On the 22nd day of September, 1978, before me, a Notary Public within and for said State, personally appeared Robert M. Beeman the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he executed said instrument for R. E. Worthington, 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. Skyles
Notary Public in and for the State of
Oregon
Residing at Portland
My commission expires 10-23-78

EXHIBIT I

24437

U.S. TO GILCHRIST TIMBER COMPANY

KLAMATH COUNTY

Road No. 2451L

Township 24 South, Range 11 East, W.M.

Section 30; Govt. Lots 2, 3, 4, 5, 12, 13

Section 31; Govt. Lots 4, 5

Road No. 2451P

Township 24 South, Range 11 East, W.M.

Section 30; Govt. Lots 4, 5,

Road No. 2451Q

Township 24 South, Range 11 East, W.M.

Section 30; Govt. Lots 2, 3

Road No. 2423

Township 24 South, Range 11 East, W.M.

Section 20; SW $\frac{1}{2}$ NW $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$, SE $\frac{1}{2}$ SW $\frac{1}{2}$, SW $\frac{1}{2}$ SE $\frac{1}{2}$

Section 29; NW $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{2}$

Section 30; Govt. Lot 17, N $\frac{1}{2}$ NE $\frac{1}{2}$, SW $\frac{1}{2}$ NE $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{2}$

Section 31, Govt. Lots 1, 6, 7, 11, 12, 13

Road No. 2423D

Township 24 South, Range 11 East, W.M.

Section 20, SW $\frac{1}{2}$ NW $\frac{1}{2}$

Road No. 2423E

Township 24 South, Range 11 East, W.M.

Section 30, NW $\frac{1}{2}$ NE $\frac{1}{2}$

Road No. 2422

Township 24 South, Range 11 East, W.M.

Section 31, Govt. Lot 17, S $\frac{1}{2}$ SE $\frac{1}{2}$

Road No. 2422C

Township 25 South, Range 10 East, W.M.

Section 12, SE $\frac{1}{2}$ NE $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{2}$

Township 25 South, Range 11 East, W.M.

Section 6, Govt. Lots 15, 16

Section 7, Govt. Lots 4, 5

Gilchrist Timber Co.
Gilchrist, OR 97737

RIOE

RUE

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T 24 S.

T 25 S.

Exhibit "A"

2730
RIGHTS-OF-WAY GRANTED

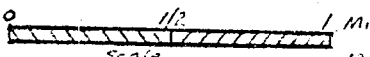
UNITED STATES OF AMERICA
TO
GILCHRIST TIMBER COMPANY

ROADS 2451L, 2451P, 2451Q,
2423, 2423D, 2423E, 2422, 2422C

Sec. 20, 29, 30, 31, T. 24 S., R. 11 E., W.M.
Sec. 12, T. 25 S., R. 10 E., W.M.
Sec. 6, 7, T. 25 S., R. 11 E., W.M.

DESCHUTES AND FREMONT NATIONAL FORESTS
KLAMATH COUNTY, OREGON

UNITED STATES
GILCHRIST TIMBER COMPANY
RIGHTS-OF-WAY GRANTED



KPM 8115178

FREMONT NATIONAL FOREST AND
GILCHRIST TIMBER COMPANY
ROAD MANAGEMENT AGREEMENT
EXHIBIT B

24439

AGREEMENT BOUNDARY

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 30th day of
October A.D., 19 78 at 3:13 o'clock P M., and duly recorded in Vol. M78
of Deeds on Page 24433.

FEE \$21.00

WM. D. MILNE, County Clerk

By Bernice A. Hetch Deputy