

58046

EASEMENT

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THIS EASEMENT, dated this 23rd day of October, 1978, from Gilchrist Timber Company, a corporation of the State of Delaware, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee,"

WITNESSETH:

Grantor, for and in consideration of \$1.00 and 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, 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 lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring Agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

- 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 hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

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Grantee alone may 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 lands or resources owned or controlled by Grantor or its successors: Provided, That such additional use also shall be controlled by Grantee so it will not unreasonably interfere with use of the road by Grantor or cause the Grantor to bear a share of the cost of maintenance greater than Grantor's use bears to all use of the road.

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

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

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 Grantee may reasonably impose upon or require of other users of the road without reducing the rights hereby reserved: Provided, however, That any timber or other materials hauled by the Grantor 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.
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 interfere unreasonably 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.

4. 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 payment of any charges hereinbefore stated as payable to Grantor 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.
5. 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 \$100,000.00 for injury or death to one person, \$300,000.00 for injury or death to two or more persons and \$100,000.00 for damage to property: Provided, it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road.

Provided, That so long as the Fremont-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.

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.

Gilchrist Timber Company

By: Charles F. Shott

Title: Vice President

Attest:

25162

By: Wayne H. Ernst
Title SECRETARY

State of Oregon

County of Klamath

} ss.
}

On this 23rd day of Oct, 1978, before me personally appeared Charles F. Shott and Wayne H. Ernst, to me known to be the Vice President and Secretary, respectively, of Gilchrist Timber 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 my official seal the day and year first above written.

Osborn E. Wilson
Notary Public in and for the State of
Oregon, residing at Gilchrist, Oregon
My commission expires Sept 24, 1980

EXHIBIT I
GILCHRIST TO U.S.
KLAMATH COUNTY

25163

Road No. 2451L

Township 24 South, Range 10 East, W.M.
Section 36, E $\frac{1}{2}$ E $\frac{1}{2}$

Road No. 2423

Township 24 South, Range 11 East, W.M.
Section 31, Gut. Lots 8 and 20.

Road No. 2422

Township 24 South, Range 11 East, W.M.
Section 31, NE $\frac{1}{4}$ SE $\frac{1}{4}$

R. 10 E. | R. 11 E.

18

25164

Exhibit "A"

5460
RIGHTS-OF-WAY ACQUIRED

GILCHRIST TIMBER COMPANY
TO
UNITED STATES OF AMERICA

ROADS 2451L, 2422, 2423

Sec. 36, T. 25 S., R. 10 E., W.M.
Sec. 31, T. 25 S., R. 11 E., W.M.

DESCHUTES AND FREMONT NATIONAL FORESTS
KLAMATH COUNTY, OREGON

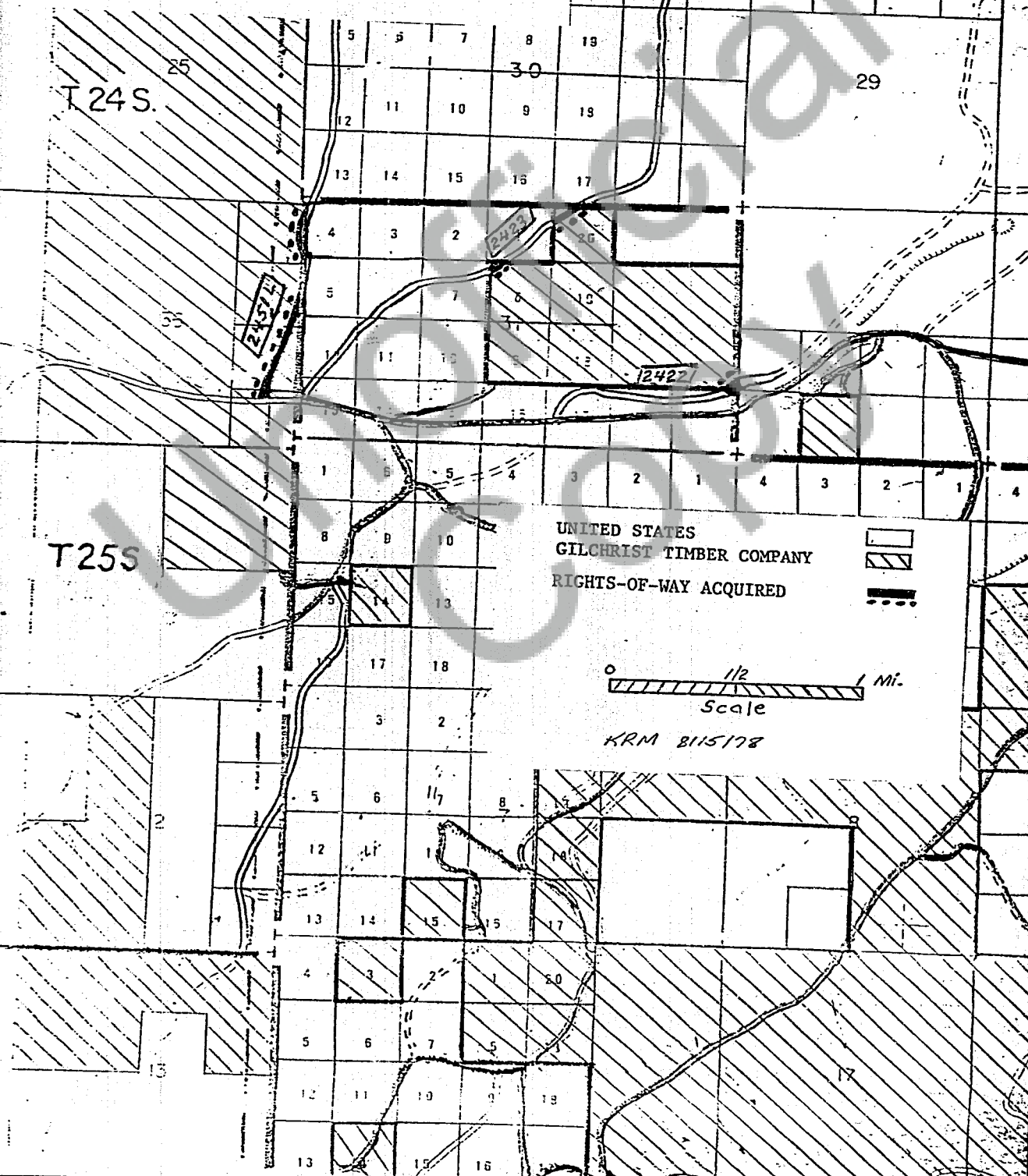
T 24 S.

T 25 S.

UNITED STATES
GILCHRIST TIMBER COMPANY
RIGHTS-OF-WAY ACQUIRED

0 1/2 1 Mi.
Scale

KRM 8115178



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

25165

AGREEMENT BOUNDARY

STATE OF OREGON; COUNTY OF KLAMATH, ss.

I hereby certify that the within instrument was received and filed for record on the 8th day of
November A.D., 19 78 at 11:33 o'clock A M., and duly recorded in Vol. M78
of Deeds on Page 25159.

FEE \$21.00

WM. D. MILNE, County Clerk

By Bernard A. Heloch Deputy