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MTC-7453

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From the Cooperator to the United States for non-cost-shared roads in an agreement area

EASEMENT

THIS EASEMENT, dated this 12th day of June, 1980, from Meyerhaeuser Company a corporation of the State of Washington hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee,"

WITNESSETH:

Grantor, for and in consideration of 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: N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$  Section 23, T.38S., R.6E., 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 on Exhibit A attached hereto.

Said "premises" shall be 20 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.

The acquiring agency is the Forest Service.

'80 JUL 1 CORRECTED as to consideration,  
 discription and cnditions.  
 Small copy in file 7/16/80  
 Signature

This grant is made subject to the following terms, provisions, and conditions:

- A. Grantee, its permittees, contractors, and assigns 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.
- B. Grantor shall have the right to use for all useful purposes the road(s) to be constructed, subject to traffic control regulations as provided in 36 C.F.R. 212.7(a) (1) and (2), the bearing of road maintenance costs proportionate to use as provided in 36 C.F.R. 212.7(d), and the bearing of the cost of construction proportionate to use as provided in 36 C.F.R. 212.11.

The foregoing notwithstanding, 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 without costs 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, and for removal of timber cut on the premises in construction of the road, subject to the limitations herein contained.
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 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.

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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.

WEYERHAEUSER COMPANY

By

*D. W. Wilbur*

Land & Timber Resources

Title

Manager, Acting

Attest:

By

*Robert N. Mogensen*

Title

Assistant Secretary

State of

Washington

County of

King

ss.

\* Manager, Acting

On this 13th day of June, 1980, before me personally appeared D. W. Wilbur and Robert N. Mogensen, to me known to be the Land & Timber Resources\* and Assistant Secretary, respectively, of the Weyerhaeuser 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.

*K. M. Ryan*  
Notary Public in and for the State of  
Washington residing at Tacoma

My commission expires October 25, 1980

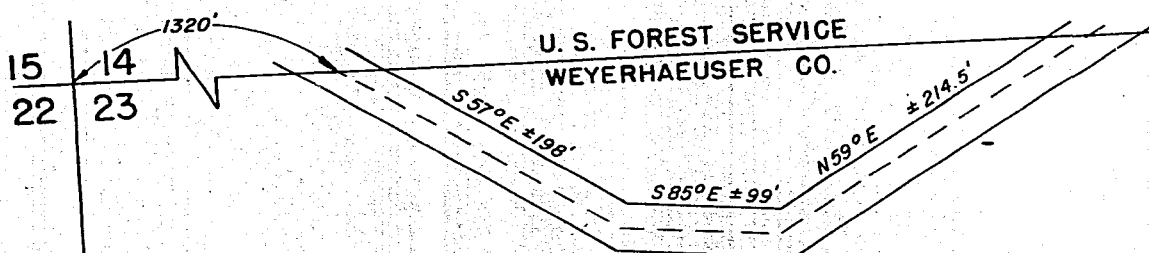
5460 Rs/W Acquired

WINEMA N.F.  
U.S.F.S. TRESPASS  
Sec. 23, T.38 S., R.6 E., W.M.  
Klamath County, Oregon

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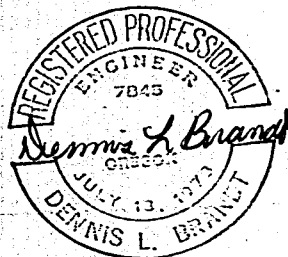
Exhibit A

R.O.W. = 40 ft.



NUMBER OF TREES REMOVED AND SIZE

- 1 S.P. 30" DBH 5 LOGS
- 1 S.P. 24" DBH 4 LOGS
- 1 P.P. 23" DBH 4 LOGS
- 1 I.C. 23" DBH 4 LOGS
- 1 I.C. 20" DBH 2 LOGS



1" = 100'

MTC

REVIEWED BY: Dennis L. Brandt  
FOREST ENGINEER: Dennis L. Brandt  
FOREST SUPERVISOR: Dennis L. Brandt  
STATE OF OREGON; COUNTY OF KLAMATH; ss.



Weyerhaeuser Company  
EASTERN OREGON REGION

SCALE: 1"=100'  
DATE: SEPTEMBER 1978

DRAFTED: SUTTON  
SURVEYER: GALLAGHER

I hereby certify that the within instrument was received and filed for record on the 11th day of  
July 1980 at 10:58 o'clock A M., and duly recorded in Vol. N80,  
of Deeds on Page 12832.

FEE \$14.00

WM. D. MILNE, County Clerk  
By Bernetha Shetsch Deputy