

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 A, attached hereto, shall be treated as though hauled by someone else, and: Provided further, That the right to use the road for the purpose of operating and moving specialized logging vehicles and other equipment shall not be restricted, except as follows:

Operating vehicles with bunk widths not to exceed 10 feet, with log lengths not to exceed 48 feet, and with gross weight not to exceed 130,000 pounds, and logging and other equipment in excess of the size and weight limitations otherwise applicable to public roads may be used on the road; provided, that if there is any increase in the cost of road construction or reconstruction, repair or maintenance, which increased cost is solely attributable to Grantor's hauling of loads in excess of those permitted on adjacent State highways, Grantor shall bear such increase in cost.

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 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: 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-Weyerhaeuser Road Right-of-Way Construction and Use Agreement dated July 1, 1971, 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, reconstruction 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 such 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.

Attest: *Robert W. Mogens*  
Assistant Secretary

WEYERHAEUSER COMPANY

By: *Michael J. Marshall*

Title: Forest Land Use Manager, Acting

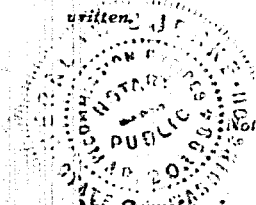


STATE OF WASHINGTON, }  
 County of King } ss.

On this 26th day of August A. D. 1981  
 before me personally appeared Michael J. Massoth and Robert N. Mogensen

, to me known to be the Forest Land Use Manager, Acting and Asst. Secretary of the corporation that executed the within and foregoing instrument, and acknowledged the 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above



Gerald W. Spiller  
 Notary Public in and for the State of Washington, residing at Federal Way

My Commission expires: March 20, 1984

Exhibit A  
 Cost Share  
 Road Easement  
 Supp. 45

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the

5th day of October A.D., 19 81 at 4:06 o'clock P.M., and duly recorded in

Vol M81 of Deeds on Page 17613

Fee \$20.00

EVELYN BIEHN

COUNTY CLERK

By *John C. Jones* deputy