

EASEMENT

THIS EASEMENT, dated this 26th day of August, 1981, from WEYERHAEUSER COMPANY, hereinafter called "Grantor", to the UNITED STATES OF AMERICA, hereinafter called "Grantee",

WITNESSETH:

Grantor, for and in consideration of \$1.00 and reciprocal rights 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 the following described lands in the County of Klamath, State of Oregon:

Road Number 3431.100

Township 35 South, Range 17 East, W.M.
Section 12: NE $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

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 acceptable 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 land 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.

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 the Grantor's use bears to all use of the road.

Certified Correct as to description,
conditions and consideration.

Date 9/1/81 William F. Bush
Title Notary Public

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- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for construction, 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. Grantor shall have the right to charge and enforce collections from purchasers of timber or other materials when removed from Grantee's lands over the road at such rate per unit of material hauled or at such higher rate as may be approved by the Regional Forester, as set forth in Fremont-Weyerhaeuser Road Right-of-Way Construction and Use Agreement, dated July 1, 1971, as amended, until such time as the amounts paid by such means or by credits received from Grantee shall total the amount set forth in said agreement. Timber or other materials hauled by Grantor from lands of the Grantee shall be regarded as though hauled by someone else.
- 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 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 Grantee 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 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 the use of the road.
3. The right to all timber now or hereafter growing on the premises, subject to the 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 operations 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, 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 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: Michael J. Marshall
Title: Forest Land Use Manager, Acting

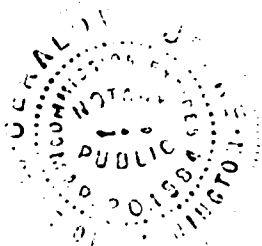
Attest: Robert J. Hagen
Assistant Secretary



STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 26th day of August, 1981, before me personally appeared Michael J. Massoth and Robert N. Mogensen, to me known to be the Forest Land Use Manager, Acting and Assistant Secretary respectively, of 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.

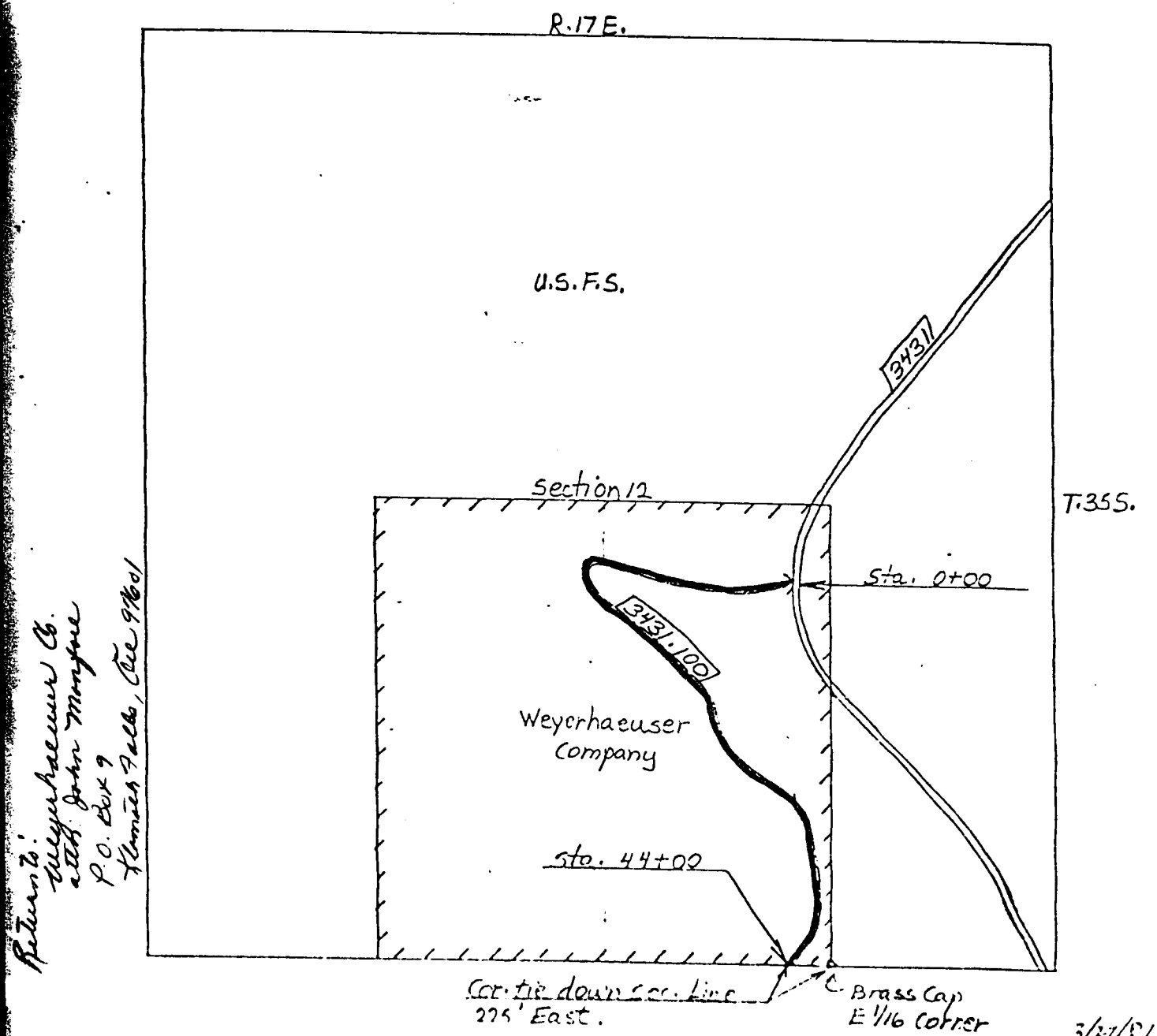


[Signature]
Notary Public in and for the State of
Washington, residing at
Federal Way.

05/0212/13/s1
8/13/81

Easement for road
3431.100

EXHIBIT A



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 Ms1, of Deeds on page 17618.

EVELYN DIEHN
COUNTY CLERK