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Effective as of the 1st day of March 1982, WEYERHAEUSER COMPANY, a Washington corporation, Box C, Tacoma, Washington, 98401, hereinafter designated as "WEYERHAEUSER", hereby grants to:

Oregon Department of Transportation  
Highway Division  
2692 North Pacific Highway  
Medford, Oregon 97501

Hereinafter designated as the "Permittee", the non-exclusive right, license and permission to enter and be upon those lands in the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 6, Township 40 South, Range 5 East, W.M., as further described in Exhibit A attached hereto and made a part hereof.

For the purpose of stockpiling of crushed rock and cinders for maintenance and use on Highway 66.

Upon terms and conditions as follows:

1. CONSIDERATION

One hundred dollars (\$100.00) per year payable on March 1st of each year.

2. DATE OF EXPIRATION:

One year and thereafter not to exceed March 1, 1992.

3. OTHER PROVISIONS: Permittee shall

- a. Maintain the stockpile in the vicinity as stated in the field and shown on Exhibit A.
- b. Stockpile in such a manner as to create the minimal amount of area used involving Weyerhaeuser land.
- c. Not interfere with any Weyerhaeuser operations on the lands hereinabove described as a result of Permittee's activities granted herein.
- d. Remove or relocate the crushed rock and cinder stockpiles permitted herein upon 90 day's notification by Weyerhaeuser if any terms of this lease agreement are violated.
- e. At all times, during term of permit, keep the above Weyerhaeuser lands free of all debris, garbage and/or waste material generated by Permittee's operations granted herein.
- f. Remove all stockpiled cinders from above described land upon termination of this permit, unless otherwise directed to leave at said location by Weyerhaeuser.
- g. Maintain the access road in good and serviceable condition.

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#### 4. ASSUMPTION OF RISK AND LIABILITY OF PERMITTEE:

- (a) Weyerhaeuser has made no representation as to the present or future conditions of its property or the character of the traffic on any of its roads, and Permittee assumes all risks of damage to property or injury to Permittee, in connection with the exercise of rights hereunder.
- (b) Permittee shall pay for all damage to Weyerhaeuser's property resulting directly or indirectly from the negligent acts or omissions of Permittee hereunder, and shall reimburse Weyerhaeuser for all costs reasonably incurred for fighting fire resulting directly or indirectly from the Permittee's acts or omissions hereunder whether negligent or otherwise.

#### 5. COMPLIANCE WITH LAWS AND REGULATIONS: Permittee shall comply with all laws and regulations, Federal, State, or local, including, but not limited to, those relating to forestry and conservation practices and the prevention, suppression and control of fire, and all valid orders of Federal, State, and local officials pertaining thereto.

#### 6. INSURANCE:

State of Oregon is self insured and assumes coverage of claims pursuant to terms of this lease.

#### 7. SECURITY FUND: Permittee has deposited with Weyerhaeuser \$ -0- , as security for the performance of all the obligations on the part of Permittee to be performed hereunder. If Permittee defaults in the performance of any obligation hereunder, Weyerhaeuser may apply said sum to the extent necessary to reimburse itself in a sum equal to any damage sustained on account of such default. Any residue remaining after any such application will be repaid to Permittee by Weyerhaeuser. Permittee shall be and remain liable for any deficiency and for all amounts which may be due to Weyerhaeuser by reason of any default hereunder by Permittee, after such application.

#### 8. TERMINATION AND SUSPENSION:

- (a) All rights hereunder shall terminate upon 1 years notice by either party to the other; provided that if Weyerhaeuser shall terminate this permit for any reason, except default, the unearned portion of any prepaid consideration shall be returned to Permittee.
- (b) All rights hereunder shall terminate automatically ten (10) days' after notice of default given by either party to the other, if the default has not been remedied within such time. The termination of this permit shall not prejudice Weyerhaeuser's right to collect damages accrued theretofore or thereafter accruing on account of Permittee's breach of any term hereof.
- (c) Any failure to exercise a right to terminate this permit in case of default shall not constitute a waiver of the defaulting party's obligation to perform strictly in accordance with the terms of this permit. Any such right to terminate shall remain in full force and effect and may be exercised so long as such default continues.

#### 9. NON-ASSIGNMENT: Neither this permit nor the right of the Permittee hereunder shall be assignable in whole or in part, by operation of law or otherwise, without the prior written consent of Weyerhaeuser thereto.

#### 10. NOTICE: Any notice to be given by either party hereto to the other under the provisions of or with respect to this permit may be served personally or by registered mail, addressed to the party to be served at the latter's post office address hereinabove set forth; and such service by registered mail shall be equivalent to personal service.

IN WITNESS WHEREOF, Weyerhaeuser has executed this permit in duplicate and Permittee has accepted the same as of the day and year hereinabove first written.

ACCEPTED: (Permittee)

Oregon Department of Transportation

State Highway Division

By J. B. BOYD, PE, PLS  
Right of Way Manager

3/29/82

WEYERHAEUSER COMPANY

By

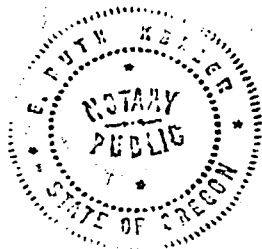
John D. Monfore  
Land Use Supervisor

APPROVED AS TO FORM

Chief Control

STATE OF OREGON, County of Marion

March 29, 1982. Personally appeared J. B. Boyd,  
who being sworn, stated that he is the Right of Way Manager for the State  
of Oregon, Department of Transportation, Highway Division, and that this  
document was voluntarily signed on behalf of the State of Oregon, by  
authority delegated to him. Before me:



E. Ruth Keller  
Notary Public for Oregon

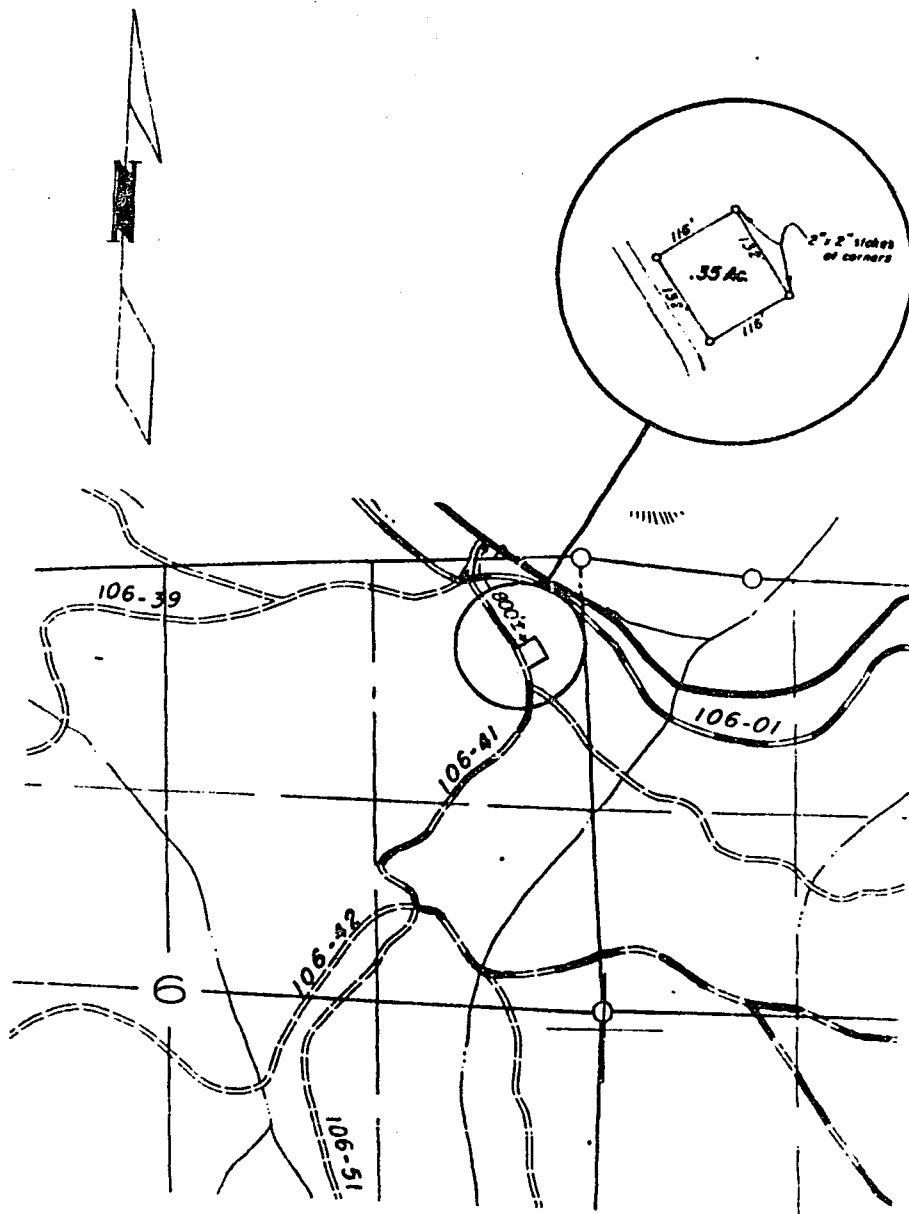
My Commission expires Oct. 8, 1985

EXHIBIT A

5796

## CRUSH ROCK STOCK PILE SITE

Located in Section 6, T40S, R5E, of the  
Willamette Base & Meridian  
Klamath County, Oregon



Weyerhaeuser Company  
EASTERN OREGON REGION

STATE OF OREGON: COUNTY OF KLAMATH ;ss  
I hereby certify that the within instrument was received and filed for  
record on the 10 day of May A.D., 19 82 at 9:44 o'clock AM  
and duly recorded in Vol M 82, of Deeds on page 5793

FEE \$ 16.00

EVELYN BIEHN COUNTY CLERK

by Joyce McQuinn Deputy