

EASEMENT

THIS EASEMENT, dated this 19th day of August, 1985, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Weyerhaeuser Company, a corporation of the State of Washington, hereinafter called "Grantee."

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089; 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Klamath, State of Oregon and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of reciprocal rights received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as Grantee), 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:

T. 31 S., R. 9 E., W.M.

- section 15 - SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
- section 14 - NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
- section 13 - SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

T. 31 S., R. 10 E., W.M.

- section 18 - Lot 3, Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
- section 19 - NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$
- section 17 - SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$
- section 16 - SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
- section 9 - SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
- section 10 - SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
- section 15 - NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$
- section 14 - NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
- section 11 - SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$
- section 12 - NW $\frac{1}{4}$ NW $\frac{1}{4}$

T. 31 S., R. 11 E., W.M.

- section 6 - Lots 3, 4

'85 AUG 30 AM 11 06

Certified correct as to consideration
description and conditions

Name John D. Daskin Date 14 Aug 85

37.00

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 33 feet on each side of the centerline except where limited to thirty feet as hereinafter noted in Sections 13 and 14, Township 31 South, Range 9 East, W.M. 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.

Grantor also grants and conveys an easement across those certain easements acquired from:

1. Klamath County, Oregon. An easement 60 feet in width acquired May 23, 1962, across the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 14, T. 31 S., R. 9 E., W.M. and recorded May 26, 1963, in Volume 344, pages 118-176, under Auditor's File No. 78046, Deed Records of Klamath County, Oregon.
2. Lura Martin. An easement 60 feet in width acquired July 28, 1981, across the S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$, Section 13, T. 31 S., R. 9 E., W.M. and recorded August 4, 1981, in Volume M-81, pages 13928-13930, under Auditor's File No. 2876, Deed Records of Klamath County, Oregon.
3. Warner Valley Stock Company. An easement 66 feet in width acquired March 23, 1964, across the SW $\frac{1}{4}$, section 1, T. 31 S., R. 10 E., W.M. and recorded March 27, 1964, in Volume 352, pages 8-11, under Auditor's File No. 87560, Deed Records of Klamath County, Oregon.
4. Clay Thomas. An easement 66 feet in width acquired February 21, 1964, across Lots 6, 7, 8, 9 (conveyed as E $\frac{1}{2}$) section 1, T. 31 S., R. 10 E., W.M., and recorded February 25, 1964 in Volume 351, pages 284-287, under Auditor's File No. 86833, Deed Records of Klamath County, Oregon.

This grant is made subject to the following terms, provisions and conditions applicable to Grantee, its permittees, contractors, assignees and successors in interest:

- 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 Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted: Provided, however, That any timber or other materials hauled by the Grantee from lands now owned by third parties shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct and maintain roads within the premises.

Grantee's right to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Subject to compliance with legal dimensions and weights of motor vehicles imposed by State law on comparable public roads or highways: Provided, That gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and Provided further, That cleared equipment shall not be used on paved roads.

- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands 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 the Winema-Weyerhaeuser Road Right-of-Way Construction and Use Agreement dated September 19, 1972 until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.
- D. 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.
- E. 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 Grantor 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 Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit noncommercial use unless provision is made by Grantor or by the noncommercial users to bear proportionate maintenance costs.

- F. Grantee shall have 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 payments of any charges hereinabove stated as payable to Grantee 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.
- G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have 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. The amount of the insurance that may be required shall be established by the Grantor based on the amount customarily carried by commercial haulers in this area.
- H. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals and the exact portion of the right-of-way to be chemically treated.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors and assignees:

- 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 Grantor may reasonably impose upon or require other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.


2. The right alone to 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 Grantee or its successors: Provided, That such additional use also shall be controlled by Grantor, so as not unreasonably to interfere with use of the road by Grantee or to cause Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
3. 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.
4. 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, and the allocation and payment of costs thereof.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Director of Lands, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

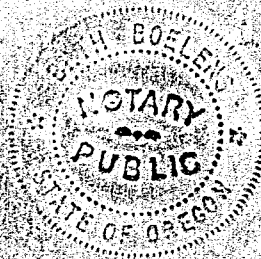

CARLIN B. JACKSON
Director of Lands
Pacific Northwest Region
Forest Service
Department of Agriculture

ACKNOWLEDGMENT

State of Oregon)
 County of Multnomah) ss.

On this 19th day of August, 1985, before me the undersigned a Notary Public within and for said State, personally appeared CARLIN B. JACKSON, Director of Lands, Pacific Northwest Region, Forest Service, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he is the Director of Lands, Pacific Northwest Region, Forest Service, and that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Beth Doelers
 Notary Public in and for said
 State of Oregon
 Residing at Portland
 My Commission expires 4/26/88

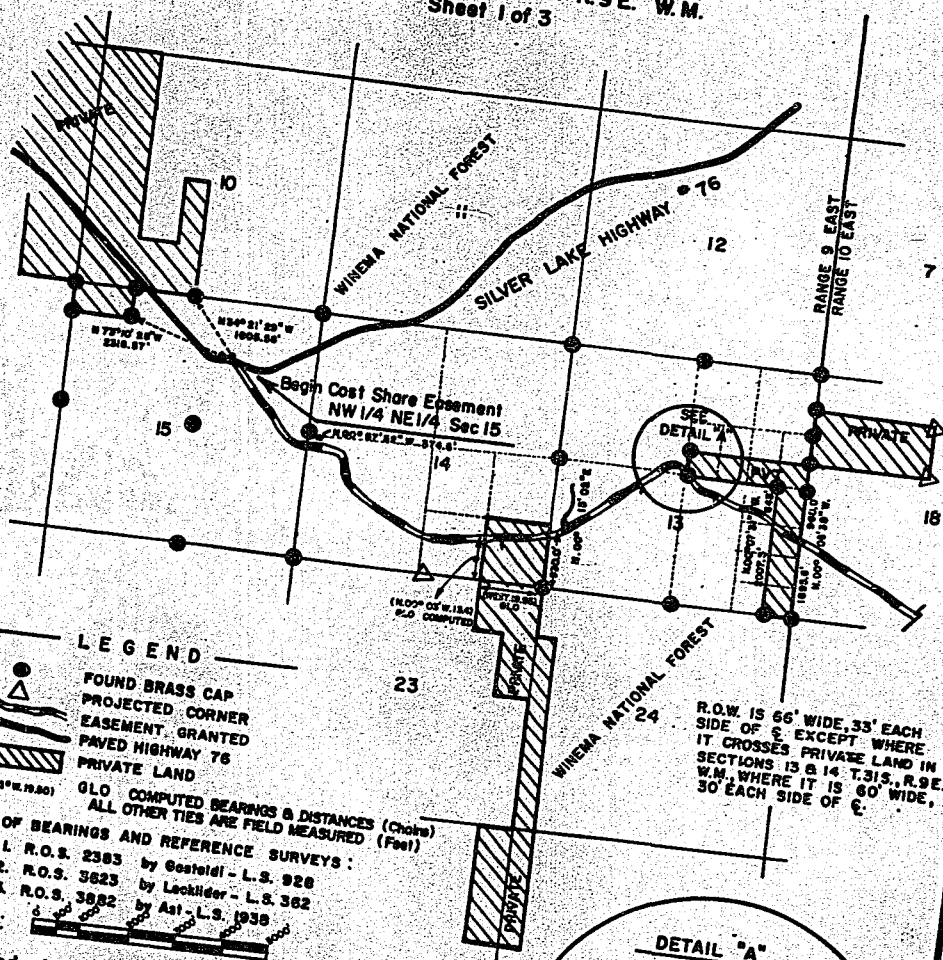
Return To:
 Weyerhaeuser Company
 Attn: John Therefore
 P.O. Box 9
 Klamath Falls, OR 97601

13874

EXHIBIT "A" COST SHARE EASEMENT

FILE REGISTRATION 5460

Winema National Forest
Chiloquin Ranger District
Klamath County, Oregon
ROAD NUMBER 49
Sections 13, 14, 15 T.31 S. R.9 E. W.M.
Sheet 1 of 3



LEGEND

- FOUND BRASS CAP
- PROJECTED CORNER
- EASEMENT GRANTED
- PAVED HIGHWAY 76
- PRIVATE LAND

NOTE: GLO COMPUTED BEARINGS & DISTANCES (Chains)
ALL OTHER TIES ARE FIELD MEASURED (Feet)

BASIS OF BEARINGS AND REFERENCE SURVEYS:

1. R.O.S. 2383 by Gestfeld - L.S. 928
2. R.O.S. 3623 by Lecklider - L.S. 362
3. R.O.S. 3882 by Ast - L.S. 1938

SCALE:

Method of Survey: GTS-2 TOTAL STATION
Surveyed by: D. KARSCH and W. YEE
Date: MARCH 21, 1984
Drawn by: D. KARSCH
Date: MARCH 23, 1984

Recommended by: Alfonse Hahn Date: 4/29/84
FOREST ENGINEER
Approved by: John D. ... Date: 4/30/84
FOREST SUPERVISOR

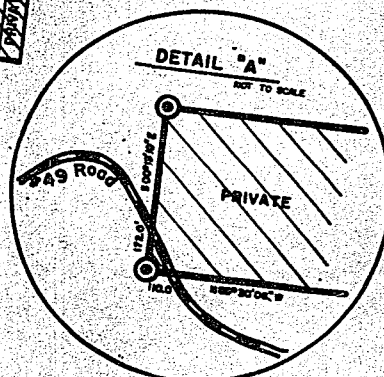


EXHIBIT "A"

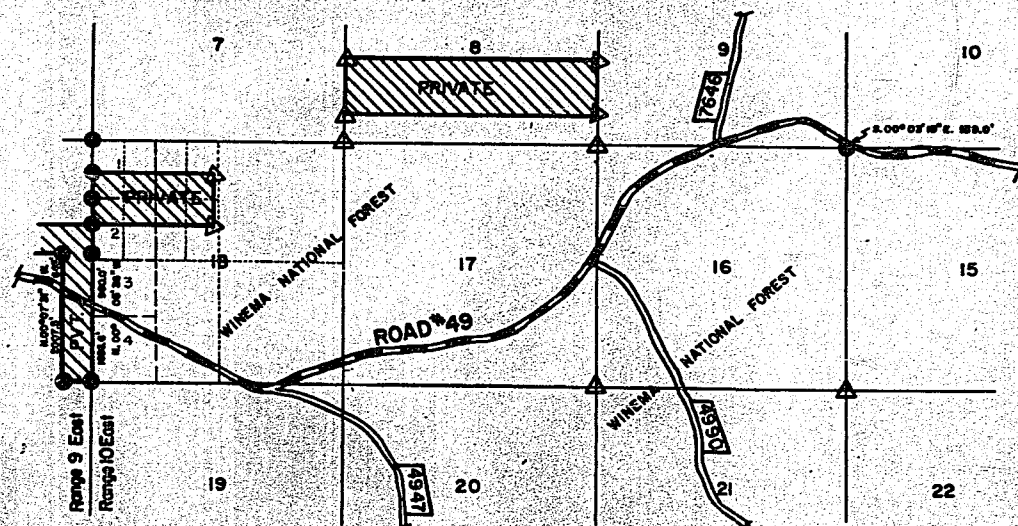
FILE DESIGNATION 8489

COST SHARE EASEMENT

Winema National Forest
Chiloquin Ranger District
Klamath County, Oregon
ROAD NUMBER 49

Sections 9, 10, 15, 16, 17, 18, 19 T.31S. R.10E. W.M.

Sheet 2 of 3



LEGEND

- FOUND BRASS CAP
- △ PROJECTED CORNER
- EASEMENT GRANTED
- F.S. SECONDARY ROADS
- ▨ PRIVATE LAND

DISTANCES & BEARINGS ARE MEASURED

NOTE:

BASIS OF BEARINGS AND REFERENCE SURVEYS:

1. R.O.S. 2383 by Gestold - L.S. 928
2. R.O.S. 3623 by Lecklider - L.S. 362
3. R.O.S. 3882 by Ast - L.S. 1938

The road alignment as shown was obtained from aerial photography.

SCALE:

Method of Survey: GTS-2 TOTAL STATIONSurveyed by: D. KARSCH and W. YEEDate: MARCH 21, 1984Drawn by: D. KARSCHDate: MARCH 23, 1984Recommended by: [Signature] Date: 4/29/84

FOREST ENGINEER

Approved by: [Signature] Date: 11/24/84

FOREST SUPERVISOR

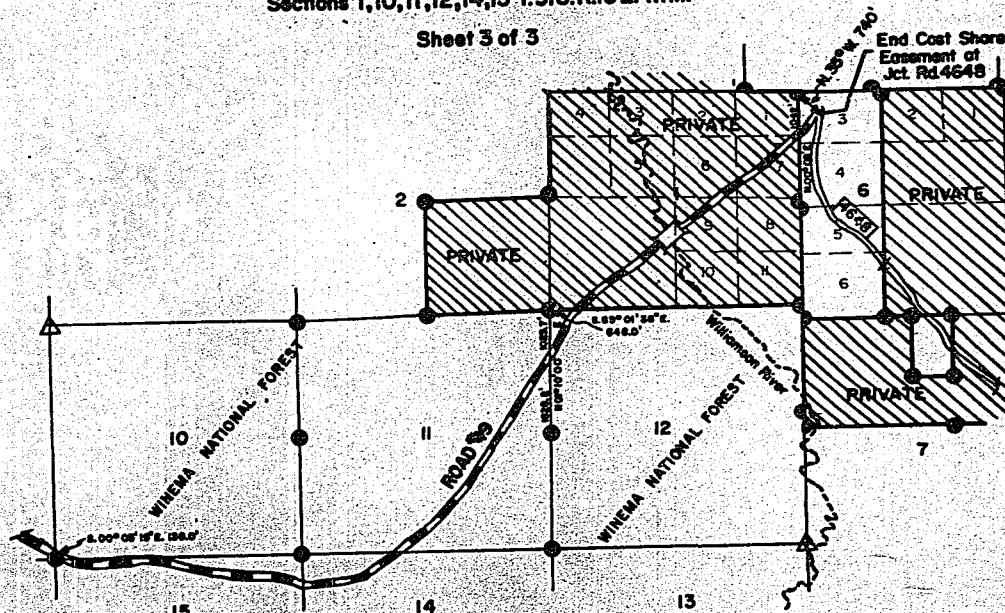
R.O.W. IS 66' WIDE, 33' EACH SIDE OF C
EXCEPT WHERE IT CROSSES PRIVATE LAND
IN RANGE 9 EAST, WHERE IT IS 60' WIDE,
30' EACH SIDE OF C.

EXHIBIT "A"
COST SHARE EASEMENT

FILE DERIVATION 8448

Winema National Forest
Chiloquin Ranger District
Klamath County, Oregon
ROAD NUMBER 49
Section 6 T31S. R.11E. W.M.
Sections 1,10,11,12,14,15 T31S.R.10E. W.M.

Sheet 3 of 3



LEGEND



DISTANCES & BEARINGS ARE MEASURED

NOTE:

BASIS OF BEARINGS AND REFERENCE SURVEYS:

1. R.O.S. 2583 by Gephoidi - L.S. 928
2. R.O.S. 3623 by Lockler - L.S. 362
3. R.O.S. 3882 by Ast - L.S. 1938

The road alignment as shown was obtained from aerial photography.

SCALE:

Method of Survey: GTS-2 TOTAL STATIONSurveyed by: D. KARSCH and W. YEEDate: MARCH 21, 1984Drawn by: D. KARSCHDate: MARCH 23, 1984Recommended by: [Signature] Date: 11/29/84

FOREST ENGINEER

Approved by: [Signature] Date: 11/29/84

FOREST SUPERVISOR

STATE OF OREGON: COUNTY OF KLAMATH: 85.

Filed for record at request of _____ the 30th day
of August A.D., 19 85 at 11:06 o'clock A M., and duly recorded in Vol. M85
of _____ Deeds on Page 13868

Evelyn Biehm, County Clerk
By [Signature]

FEE

\$37.00