

7149

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-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.

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

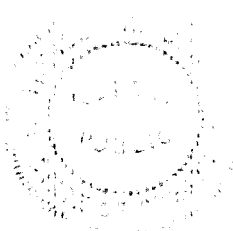
## ACKNOWLEDGMENT

State of Oregon )  
 County of Multnomah )

SS.

On this 11th day of March, 1988, 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.



Frederick A. Bowan  
 Notary Public in and for said  
 State of Oregon  
 Residing at Portland  
 My Commission expires 8/3/91

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EXHIBIT B

Those lands noted on Exhibit A being described as third party. Property description is as follows:

Township 33 South  
Range 11 East:

Section 4,  $W\frac{1}{2}SW\frac{1}{4}$   
Section 5, All  
Section 8,  $1/4$ ,  $N\frac{1}{2}S\frac{1}{2}$   
Section 9,  $W\frac{1}{2}NW\frac{1}{4}$ ,  $N\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$ ,  $N\frac{1}{2}S\frac{1}{2}SE\frac{1}{4}$   
Section 16,  $NW\frac{1}{4}$

Township 33 South  
Range 13 East

Section 3,  $N\frac{1}{2}$  lying westerly of the Sycan Marsh  
Section 4,  $SW\frac{1}{4}$   
Section 10,  $W\frac{1}{2}NE\frac{1}{4}$ ,  $NW\frac{1}{2}SE\frac{1}{4}$  lying westerly of the Sycan Marsh and Sycan River

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

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EXHIBIT A

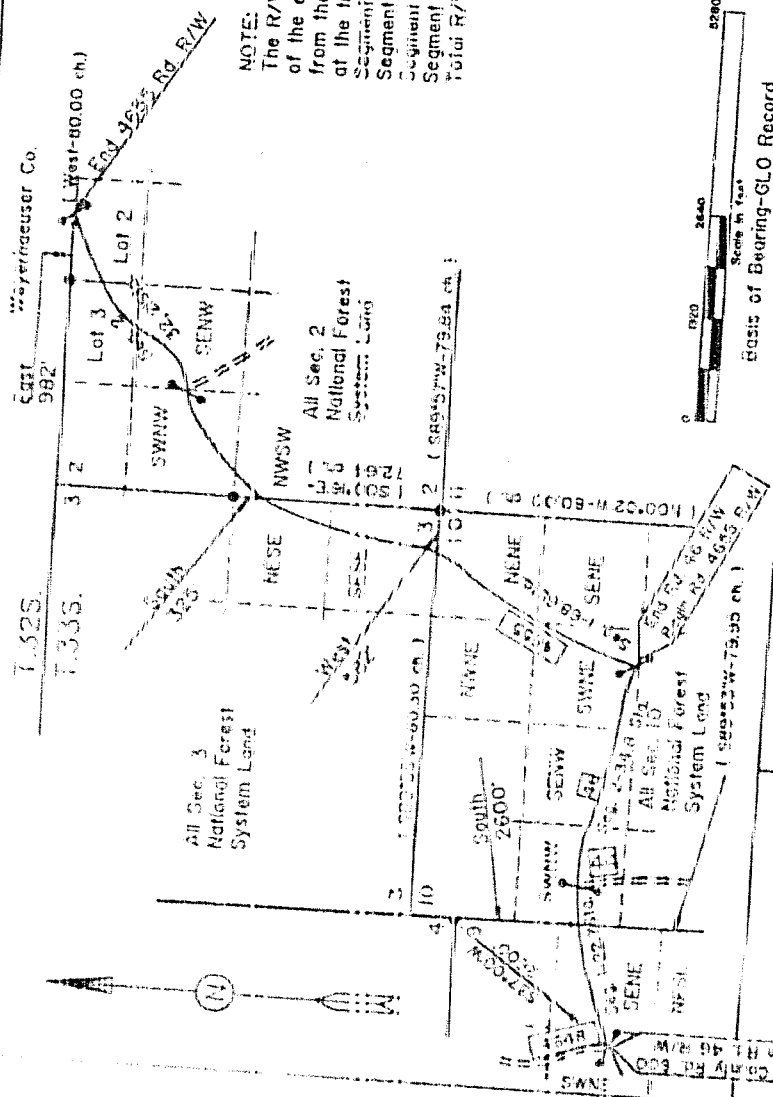
Sheet 1 of 1

SUPPLEMENT no. 5  
Winema-Weyerhaeuser Road Right-of-Way  
Construction and Use Agreement.

NOTE:  
The R/W is 66ft. wide, 33ft. each side of centerline of the existing road. The route being acquired extends from the end of County road no. 600 and terminates at the true property line.  
Segment 1 of road no. 46 contains 3.44 R/W acres.  
Segment 2 of road no. 46 contains 5.26 R/W acres.  
Segment 1 of road no. 4655 contains 10.40 R/W acres.  
Segment 2 of road no. 4655 contains 4.85 R/W acres.  
Total R/W acres 24.00

LEGEND:

- Found Corner
- Corner Ties at E (Calc.)
- Existing Road at E R/W
- ( ) GLO Bearings & Distances
- Segment Bars



Scale in Feet  
0 1920 3840 5280

Basics of Bearing-GLO Record

2730 Right-of-Way Grant  
USDA Forest Service  
Pacific Northwest Region  
Winema National Forest  
Klamath County, Oregon

2,319  
Sec. 10 & 17, T. 33 S., R. 11 E., W.M.  
Project Name:  
Project no.: 46/4655  
Method of Survey: Transits/Chain  
Date of plat: 2/18/88  
Platted by Weyerhaeuser Co

PROPERTY OWNER  
USDA FOREST SERVICE

Survey by U.S.F.S. Date 1964  
Reviewed by *[Signature]* Date 3-28-88  
Accepted by *[Signature]* Date 3/27/88  
FOREST ENGINEER

STATE OF OREGON, COUNTY OF KLAMATH

Filed for record at request of US Forest Service  
of May A.D. 1988 at 3:13 o'clock P.M. and duly recorded in Vol. M88  
of Deeds on Page 7146

FEE \$33.00

By *[Signature]* County Clerk