

EASEMENT

THIS EASEMENT, dated this 30<sup>th</sup> day of May, 1991, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Gilchrist Timber Company, a corporation of the State of Delaware, 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 Counties of Klamath and Lake, 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 Counties of Klamath and Lake, State of Oregon:

T. 26 S., R. 11 E., W.M.

sec. 17, SW1/4NW1/4, SE1/4NW1/4, SW1/4NE1/4,  
SE1/4NE1/4, NW1/4SW1/4, NE1/4SW1/4, NW1/4SE1/4  
and NE1/4SE1/4.

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 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.

Confirmed Correct as to description  
conditions and consideration  
Date 9/4/91 [Signature]

[Signature]

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 of 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 in the agreement area, described in the Fremont National Forest - Gilchrist Timber Company Road Management Agreement dated December 30, 1975, on file at the Forest Supervisor's Office, Fremont National Forest, shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.
- 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 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.
- 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 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.

- E. 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.
- F. If it is customary in the industry in this locality to require liability insurance at the time commercial users area 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.
- G. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Forest Supervisor.

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 of 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.

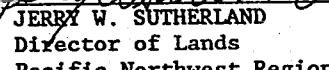
3. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.
4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Provided that so long as the Fremont National Forest - Gilchrist Timber Company Road Management Agreement dated December 30, 1975, 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 and 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 2.42, 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

  
JERRY W. SUTHERLAND  
Director of Lands  
Pacific Northwest Region  
USDA-Forest Service

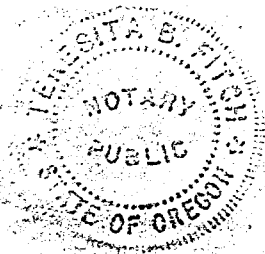
#### ACKNOWLEDGMENT

STATE OF OREGON       )  
                                  )ss.  
County of Multnomah)

On the 30<sup>th</sup> day of May, 1991, before me a Notary Public within and for said State, personally appeared Jerry W. Sutherland, the same person who executed the within and foregoing

instrument, who being by me duly sworn according to law, did say that he executed said instrument as Director of Lands, Pacific Northwest Region, Forest Service, Department of Agriculture, and that said instrument was signed on 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 so certify.

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



*Teresita B. Fitch*  
Notary Public for the State of Oregon  
Residing at *Alaha*  
My Commission Expires *8/8/93*

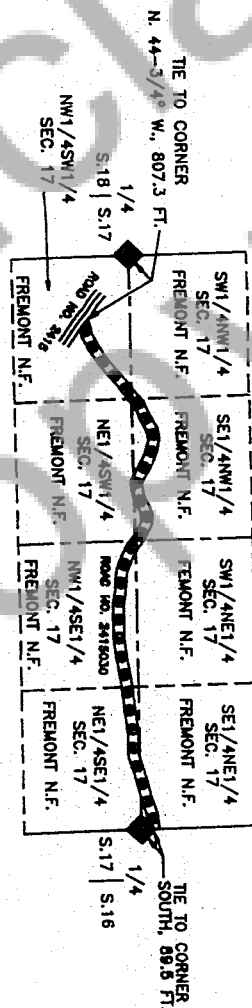


## NOTES

Centerline of existing road was determined from the Stams Min. Orthophoto Quadrangle, prepared by U.S.G.S. and modified for U.S.D.A. Forest Service use by G.S.C., the location being digitized and rescaled for this drawing. Corner ties were performed in the field 7/90. Bearings are based on true north as determined by staff compass with the declination set at 18-1/2° easterly. The Right-of-Way is 66 feet in width; 33 feet on either side of centerline. The route being granted begins at the Right-of-Way line of Road No. 2415 and terminates at the true property line.

## LEGEND

- ◆ Corner and accessories found as recorded
- Section line
- 1/4 Section line
- 1/16 Section line
- ▬ Existing Road — Centerline proposed R.O.W.

EXHIBIT A  
SHEET 1 of 1

R.O.W. ACRES

TOTAL: 8.0 ACRES

AREA ENCOMPASSED BY  
EXISTING ROAD: 2.0 ACRES

PROJECT: Road No. 2415030  
SEC. 17, T.26S., R.11E., W.M.  
Method of Survey: Staff Compass/Tape  
Date of Plat: 4/4/91

**2730 RIGHT-OF-WAY GRANT**  
USDA FOREST SERVICE  
PACIFIC NORTHWEST REGION  
**FREMONT NATIONAL FOREST**  
Klamath County, Oregon

Surveyed by: J. RICHTER & J. THOMPSON Date: 7/90  
Drawn by: JOHN H. THOMPSON Date: 4/91  
Reviewed by: *John H. Thompson* Date: 4/15/91  
Approved by: *John H. Thompson* Date: 4/15/91

GRANTEE: GILCHRIST TIMBER COMPANY

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Fremont National Forest the 1st day  
of June A.D., 19 91 at 2:18 o'clock P.M., and duly recorded in Vol. M91  
of Deeds on Page 10884

Evelyn Biehn County Clerk  
By *Darlene Mulvaney*

FEE \$33.00

Attn: Fremont National Forest  
524 N. G St., Lakeview, Or. 97630/Attn: Richard Woodward