

EASEMENT

THIS EASEMENT, dated this 9TH day of MAY, 1991, from Gilchrist Timber Company, a corporation of the State of Delaware, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee,"

WITNESSETH:

Grantor, for and in consideration the grant of reciprocal easements 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 a strip of land, hereinafter defined as the "premises," over and across the lands in the County of Klamath, State of Oregon as described on Exhibit "A".

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 "B" 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 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 lands 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 Grantor's use bears to all use of the road.

B. 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.

C. 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, described in the Deschutes National Forest-Gilchrist Timber Company Road Management Agreement dated January 8, 1981, on file at the Forest Supervisor's Office Deschutes National Forest, shall be treated as though hauled by someone else.

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 use of the road.

3. The right to all timber now or hereafter growing on the premises, subject to 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 operation on the

premises. The amount of insurance that may be required shall be established by the Grantee based on the amount customarily carried by commercial haulers in this area: 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 Deschutes National Forest-Gilchrist Timber Company Road Management Agreement dated January 8, 1981, 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, improvement, 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.

GILCHRIST TIMBER COMPANY

By: C. F. Shott

Title: President

Attest:

By: Wayne H. Ernst

Title: Secretary

ACKNOWLEDGEMENT

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

On this 9th day of MAY, 1991, before me personally appeared C.F. SHOTTS and WAYNE G. ERNST, to me known to be the PRESIDENT and SECRETARY, respectively, of Gilchrist Timber 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.

Dorinda L. Carey
Notary Public in and for the State of
Oregon, residing at Crescent
My commission expires 6-25-94



EXHIBIT AGILCHRIST TIMBER COMPANY LAND
Klamath County, Oregon

Roads 5825800

T. 25 S., R. 8 E., W.M.
sec. 30, SE1/4NE1/4.

From the junction with road 5825 in the SE1/4NE1/4 to the west line of said SE1/4NE1/4 (65 feet more or less as shown on Exhibit B, page 3).

Roads 5825840

T. 25 S., R. 8 E., W.M.
sec. 30, SE1/4NE1/4.

From the north line of the SE1/4NE1/4 to the south line of said SE1/4NE1/4 (1,480 feet more or less as shown on Exhibit B, page 3).

Roads 6100100

T. 24 S., R. 8 E., W.M.
sec. 34, N1/2NE1/4.

From the east line of the NE1/4NE1/4 to the west line of the NW1/4NE1/4 (2,800 feet more or less as shown on Exhibit B, page 2).

Road 6125

T. 24 S., R. 8 E., W.M.
sec. 29, SW1/4SE1/4;
sec. 32, NW1/4NE1/4.

From the east line of the SW1/4SE1/4 sec. 29, to the south line of the NW1/4NE1/4 sec. 32 (3,170 feet more or less as shown on Exhibit B, page 2).

Road 6203

T. 24 S., R. 9 E., W.M.
sec. 5, SW1/4NW1/4, W1/2SW1/4.

From the junction with road 62 in the SW1/4NW1/4 to the junction with road 6207 in the W1/2SW1/4 (2,100 feet more or less as shown on Exhibit B, page 4).

Road 6207

T. 24 S., R. 8 E., W.M.
sec. 12, N1/2SW1/4.

From the east line of the NE1/4SW1/4 to west line of the NW1/4SW1/4 (3,000 feet more or less as shown on Exhibit B, page 4).

Road 9407650

T. 25 S., R. 10 E., W.M.
sec. 4, NW1/4SE1/4;
sec. 5, SE1/4SE1/4.

From the west line of the NW1/4SE1/4 sec. 4 to the west line of said NW1/4SE1/4 (800 feet more or less as shown on Exhibit B, page 9).

Also, from the east line of the SE1/4SE1/4 sec. 5 to the south line of said SE1/4SE1/4 (140 feet more or less as shown on Exhibit B, page 9).

Road 9760

T. 25 S., R. 10 E., W.M.
sec. 6, lot 2, SW1/4NE1/4.

From the west line of lot 2 to the west line of the SW1/4NE1/4 (1,140 feet more or less as shown on Exhibit B, page 9).

Road 9760040

T. 25 S., R. 8 E., W.M.
sec. 12, NW1/4NE1/4;
sec. 23, SE1/4NE1/4, NE1/4SE1/4, S1/2SE1/4.

From the junction with road 9768035 in the NW1/4NE1/4 sec. 12 to the south line of said NW1/4NE1/4 (1,000 feet more or less as shown on Exhibit B, page 5).

Also, from the east line of the SE1/4NE1/4 sec. 23 to the south line of the S1/2SE1/4 of said section 23 (3,700 feet more or less as shown on Exhibit B, page 5).

Road 9760540

T. 25 S., R. 9 E., W.M.
sec. 11, N1/2NE1/4, SE1/4NE1/4;
sec. 12, SW1/4NE1/4, S1/2NW1/4.

From the junction with road 9760 in the SW1/4NE1/4 sec. 12 to the junction with road 9760544 in the N1/2NE1/4 sec. 11 (5,030 feet more or less as shown on Exhibit B, page 8).

Road 9760544

11087

T. 25 S., R. 9 E., W.M.
sec. 11, N1/2NE1/4.

From the junction with road 9760540 in the N1/2NE1/4 to the south line of the NW1/4NE1/4 (700 feet more or less as shown on Exhibit B, page 8).

Road 9760547

T. 25 S., R. 9 E., W.M.
sec. 12, SE1/4NW1/4.

From the junction with road 9760540 in the SE1/4NW1/4 to the north line of said SE1/4NW1/4 (100 feet more or less as shown on Exhibit B, page 8).

Road 9760930

T. 24 S., R. 9 E., W.M.
sec. 25, NE1/4SE1/4.

From the east line of the NE1/4SE1/4 to the west line of said NE1/4SE1/4 (1,350 feet more or less as shown on Exhibit B, page 9).

Road 9762100

T. 25 S., R. 9 E., W.M.
sec. 10, E1/2NE1/4.

From the south line of the SE1/4NE1/4 to the west line of the NE1/4NE1/4 (2,000 feet more or less as shown on Exhibit B, page 8).

Road 9765

T. 25 S., R. 9 E., W.M.
sec. 18, SW1/4NE1/4, NW1/4SE1/4.

From the north line of the SW1/4NE1/4 to the west line of the NW1/4SE1/4 (3,000 feet more or less as shown on Exhibit B, page 5).

Road 9765190

T. 25 S., R. 9 E., W.M.
sec. 18, SE1/4SW1/4.

From the junction with road 9765 in the SE1/4SW1/4 to the east line of said SE1/4SW1/4 (50 feet more or less as shown on Exhibit B, page 5).

Road 9768035

11088

T. 25 S., R. 8 E., W.M.
sec. 12, NW1/4NE1/4.

From the east line of the NW1/4NE1/4 to the junction with road 9760040 in said NW1/4NE1/4 (710 feet more or less as shown on Exhibit B, page 5).

Road 9768175

T. 25 S., R. 8 E., W.M.
sec. 13, NE1/4SW1/4, NW1/4SE1/4.

From the east line of the NW1/4SE1/4 to the south line of the NE1/4SW1/4 (3,600 feet more or less as shown on Exhibit B, page 5).

Road 9768250

T. 25 S., R. 9 E., W.M.
sec. 18, Lot 4.

From the junction with road 9768200 in lot 4 to the west line of said lot 4 (45 feet more or less as shown on Exhibit B, page 5).

Road 9768301

T. 25 S., R. 9 E., W.M.
sec. 8, NE1/4SW1/4.

From the junction with road 9768300 in the NE1/4SW1/4 to the east line of said NE1/4SW1/4 (100 feet more or less as shown on Exhibit B, page 7).

Road 9768327

T. 25 S., R. 9 E., W.M.
sec. 9, NW1/4SW1/4.

From the junction with road 9768325 in the NW1/4SW1/4 to the east line of said NW1/4SW1/4 (180 feet more or less as shown on Exhibit B, page 7).

Road 9768500

T. 25 S., R. 9 E., W.M.
sec. 14, S1/2NE1/4, S1/2NW1/4;
sec. 15, S1/2NE1/4, SE1/4NW1/4, NE1/4SW1/4; NW1/4SE1/4.

From the junction with road 9760 in the SE1/4NE1/4 sec. 14 to the west line of the NE1/4SW1/4 sec. 15 (9,000 feet more or less as shown on Exhibit B, page 8).

Road 9770

11C89

T. 24 S., R. 8 E., W.M.
sec. 33, SE1/4SE1/4;
sec. 34, SW1/4SW1/4.

T. 25 S., R. 8 E., W.M.
sec. 3, lot 1.

From the east line of lot 1 sec. 3 to the west line of said lot 1
(1,400 feet more or less as shown on Exhibit B, page 2).

Also, from the east line of the SW1/4SW1/4 sec. 34 to the junction with
road 9770800 in the SE1/4SE1/4 sec. 33 (2,900 feet more or less as shown on
Exhibit B, page 2).

Road 9770200

T. 25 S., R. 8 E., W.M.
sec. 11, S1/2SE1/4;
sec. 14, N1/2NE1/4, E1/2NW1/4.

From the north line of the SE1/4SE1/4 sec. 11 to the south line of the
SE1/4NW1/4 sec. 14 (5,700 feet more or less as shown on Exhibit B, page 5).

Road 9770700

T. 24 S., R. 8 E., W.M.
sec. 32, NE1/4SE1/4;
sec. 33, SW1/4, NW1/4SE1/4, S1/2SE1/4.

From the junction with road 9770 in the SE1/4SE1/4 sec. 33 to the west line
of the NE1/4SE1/4 sec. 3 (5,800 feet more or less as shown on Exhibit B,
page 2).

Road 9770800

T. 24 S., R. 8 E., W.M.
sec. 33, SE1/4SE1/4.

From the junction with road 9770 in the SE1/4SE1/4 to the north line of
said SE1/4SE1/4 (100 feet more or less as shown on Exhibit B, page 2).

Road 9772520

T. 25 S., R. 9 E., W.M.
sec. 12, SW1/4NW1/4.

From the junction with road 9760540 in the SW1/4NW1/4 to the north line of
said SW1/4NW1/4 (85 feet more or less as shown on Exhibit B, page 8).

Road 9772750

T. 24 S., R. 10 E., W.M.
sec. 33, NE1/4NW1/4.

T. 25 S., R. 10 E., W.M.
sec. 4, SW1/4NE1/4.

From the north line of the NE1/4NW1/4 sec. 33, to the south line of said NE1/4NW1/4 (1,710 feet more or less as shown on Exhibit B, page 9).

Also, from the north line of the SW1/4NE1/4 sec. 4, to the east line of said SW1/4NE1/4 (720 feet more or less as shown on Exhibit B, page 9).

Road 9775012

T. 24 S., R. 10 E., W.M.
sec. 20, SE1/4SW1/4.

From the north line of the SE1/4SW1/4 to the west line of said SE1/4SW1/4 (1,245 feet more or less as shown on Exhibit B, page 6).

11091

5460 RIGHT-OF-WAY ACQUISITION

U.S.D.A.
FOREST SERVICE
PACIFIC NORTHWEST REGION
DESCHUTES NATIONAL FOREST

KLAMATH COUNTY, OREGON

GILCHRIST TIMBER COMPANY TO UNITED STATES

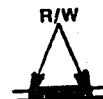
Road Locations Taken From
1 to 24,000 Scale
7.5 Minute Transportation Update (TSU) Quads
(Revised 1985)

Basis of Bearing -- True North scaled from (TSU) Quad

Right-of-Way Width is 66 ft. -- 33 ft. each side of centerline
Total Length --- 4.11 miles
Acres --- 32.9 More or Less

LEGEND

Right-of-Way Granted



National Forest System Lands



Private Ownership



Found Corners

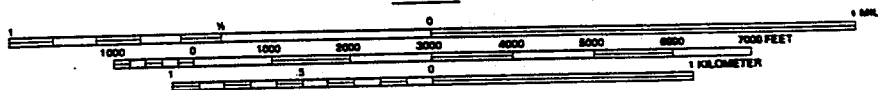


Scaled Ties

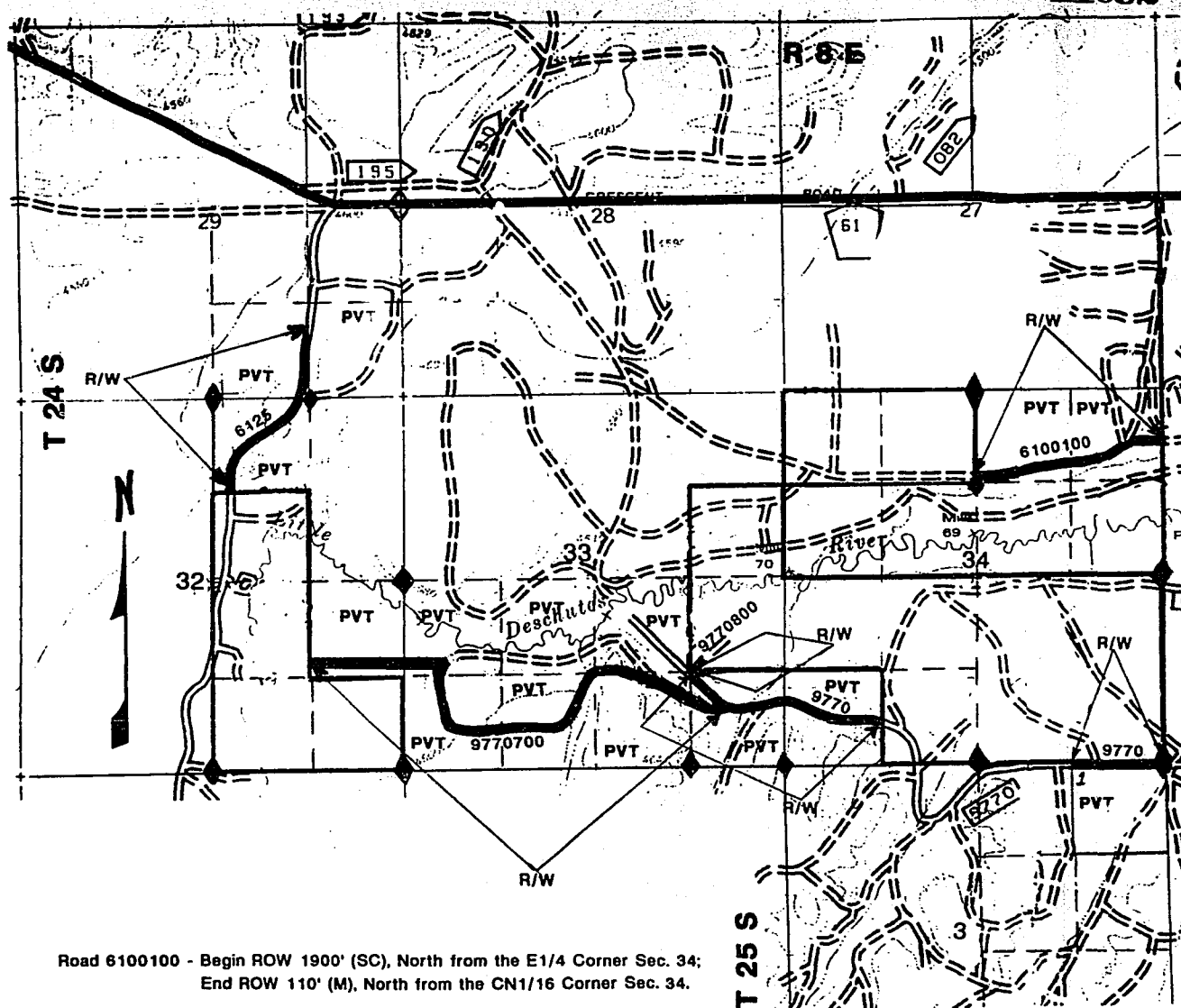
400' (SC)

Measured Ties

500' (M)

SCALEPlats Prepared by: Kenneth R. MeyerDate: 4-18-1991Reviewed by: Thomas M. Miller
Land SurveyorDate: 4-18-91Approved by: Bill Kerner
for Forest EngineerDate: 4/19/91

11092



Road 6100100 - Begin ROW 1900' (SC), North from the E1/4 Corner Sec. 34;
End ROW 110' (M), North from the CN1/16 Corner Sec. 34.

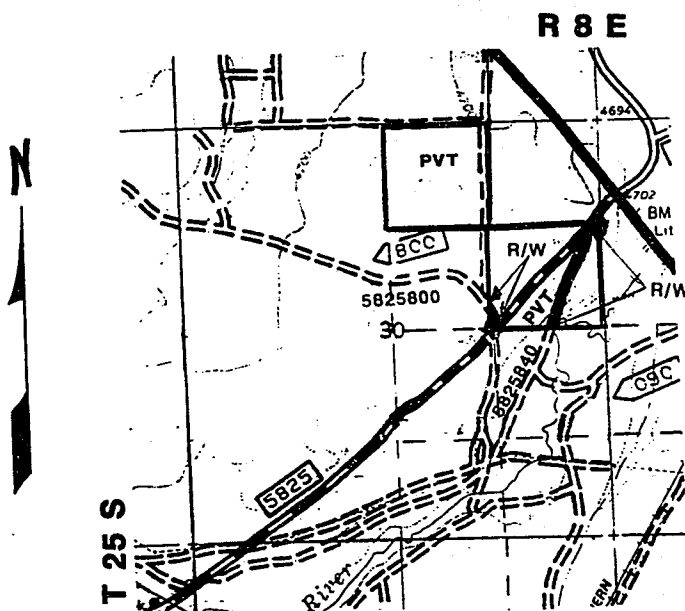
Road 6125 - Begin ROW 1000' (SC), North from the E1/16 Corner Sec. 29;
End ROW 1320' (SC), South and 250' East (SC), from the North 1/4 Corner Sec. 32.

Road 9770 - Begin ROW 75' (M), South from the North East Sec. Corner Sec. 3;
End ROW 1320' (SC), West and 20' (SC), South from the North East Section Corner Sec. 3.
Also Begin ROW 1320' (SC), East and 600' (SC), North from the South West Sec. Corner Sec. 34;
End ROW 1250' (SC), North and 50' (SC), East from the E1/16 Corner Sec. 33.

Road 9770700 - Begin ROW 800' (SC), North and 900' (SC), West from the South East Sec. Corner Sec. 33;
End ROW 1320' (SC), West and 1500' (SC), North from the South East Sec. Corner Sec. 32.

Road 9770800 - Begin ROW 1250' (SC), North and 50' (SC), East from the E1/16 Corner Sec. 33;
End ROW 1320' (SC), North and 70' (SC), East from the E1/16 Corner Sec. 33.

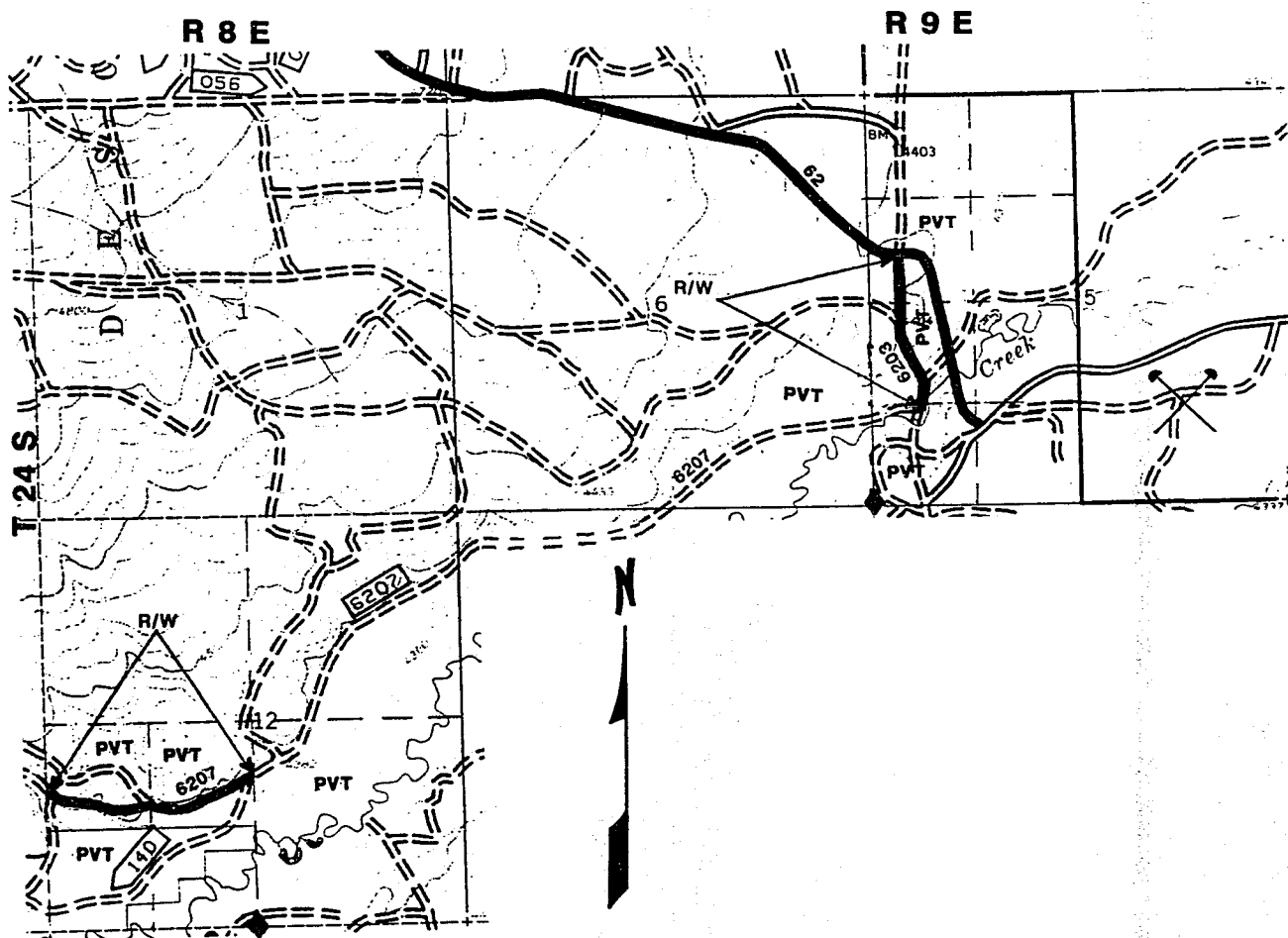
11093



Road 5825800 - Begin ROW 50' (SC), East of the CE1/16 Corner Sec. 30;
End ROW 65' (M), North of the CE1/16 Corner Sec. 30.

Road 5825840 - Begin ROW 90' (M), West of the N1/16 Corner Sec. 30;
End ROW 750' (SC), East of the CE1/16 Corner Sec. 30.

11094



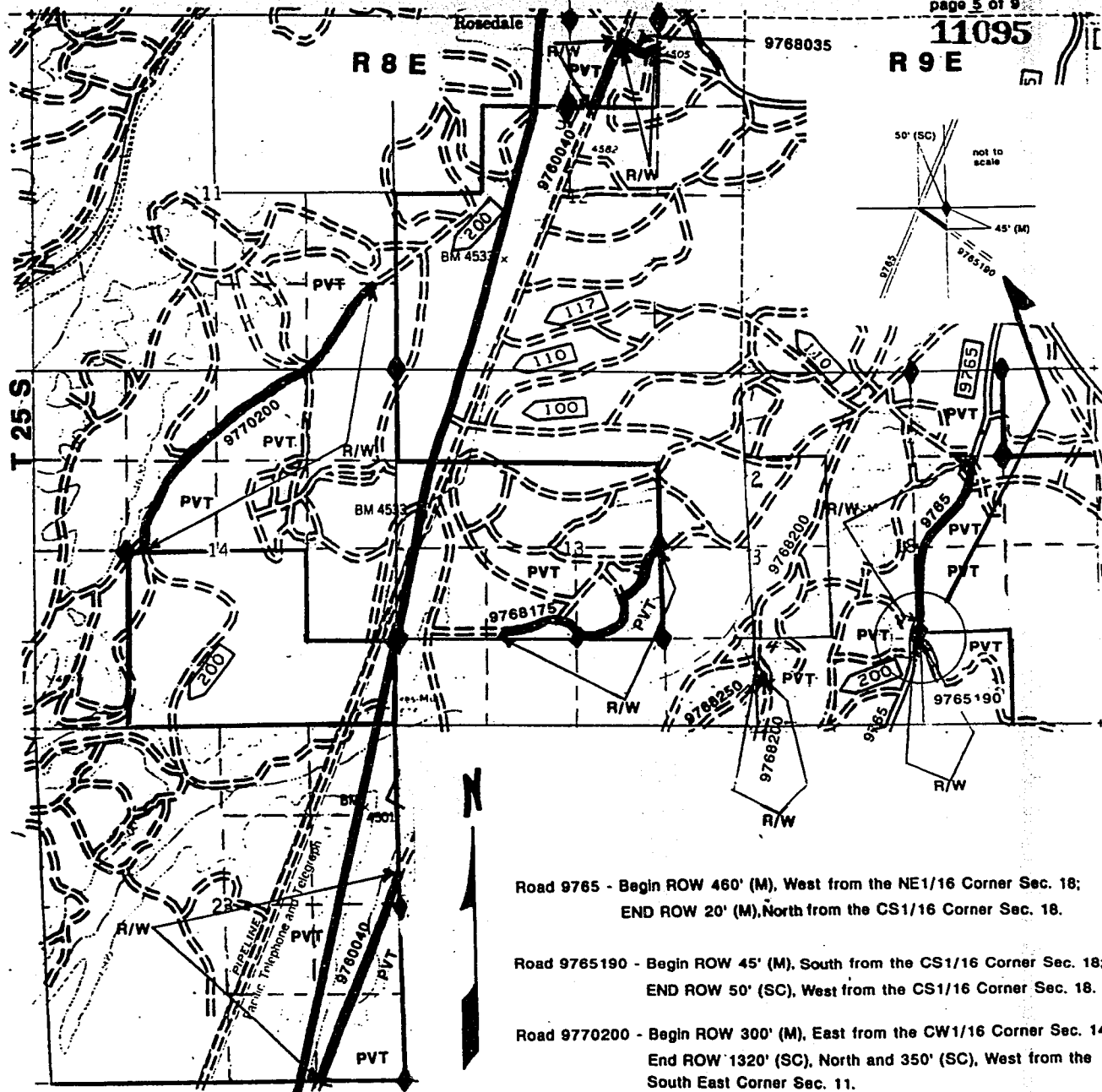
Road 6203 - Begin ROW 3250' (SC), North and 350' (SC), East from the South West Corner Sec. 5;
End ROW 1250' (SC), North and 600' (SC), East from the South West Corner Sec. 5.

Road 6207 - Begin ROW 2000' (SC), North from the South 1/4 Corner Sec. 12;
End ROW 1800' (SC), North and 2460' (SC), West from the South 1/4 Corner Sec.

11095

R 8 E

R 9 E



Road 9765 - Begin ROW 460' (M), West from the NE1/16 Corner Sec. 18;
END ROW 20' (M), North from the CS1/16 Corner Sec. 18.

Road 9765190 - Begin ROW 45' (M), South from the CS1/16 Corner Sec. 18;
END ROW 50' (SC), West from the CS1/16 Corner Sec. 18.

Road 9770200 - Begin ROW 300' (M), East from the CW1/16 Corner Sec. 14;
End ROW 1320' (SC), North and 350' (SC), West from the
South East Corner Sec. 11.

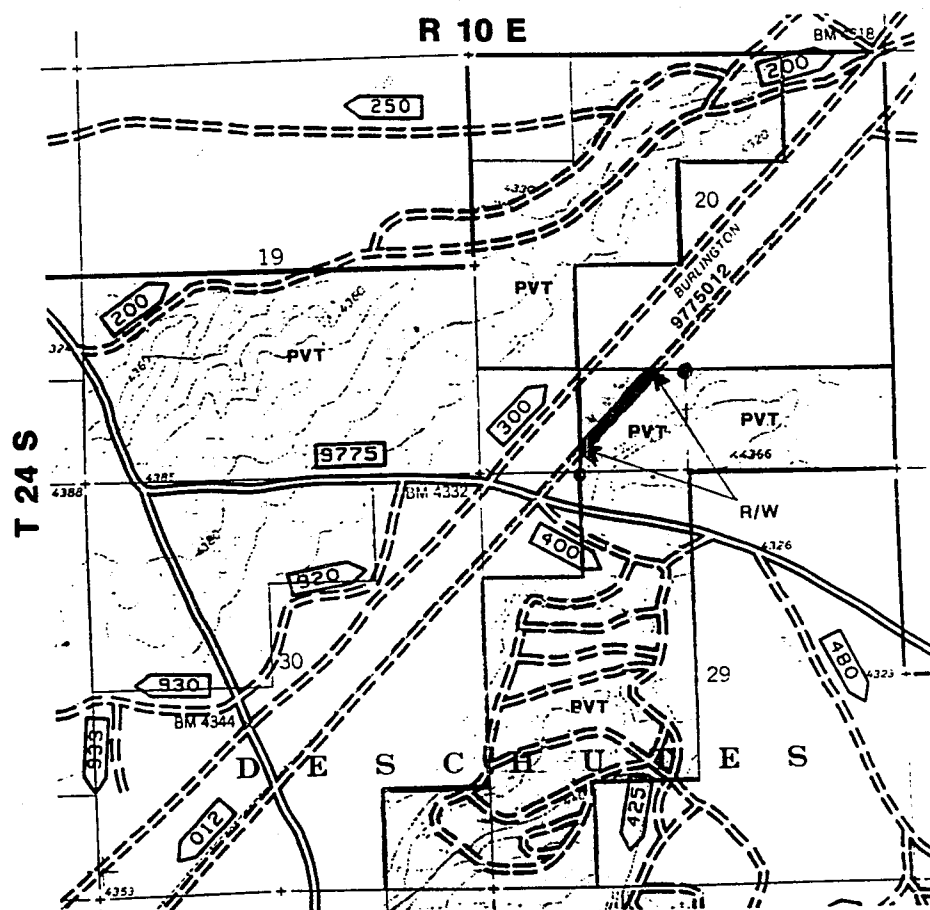
Road 9768250 - Begin ROW 640' (M), North from the South West Corner Sec. 18;
End ROW 640' (M), North and 45' (M), East from the South West Corner Sec. 18.

Road 9768175 - Begin ROW 1100' (SC), West from the CS1/16 Corner Sec. 13;
End ROW 115' (M), South from the CE1/16 Corner Sec. 13.

Road 9768035 - Begin ROW 445' (M), South from the E1/8 Corner Sec. 12;
End ROW 750' (SC), East and 1000' (SC), North from the CN1/16 Corner Sec. 12.

Road 9760040 - Begin ROW 1250' (SC), West from the South East Corner Sec. 23; End ROW 500' (SC), North from
the East 1/4 Corner Sec. 23. Also, Begin ROW 300' (M), East from the CN1/16 Corner Sec. 12;
End ROW 750' (SC), East and 1000' (SC) North from the CN1/16 Corner Sec. 12.

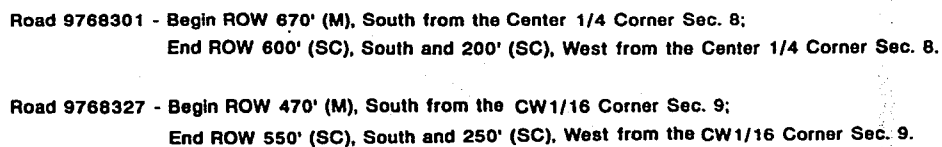
11096



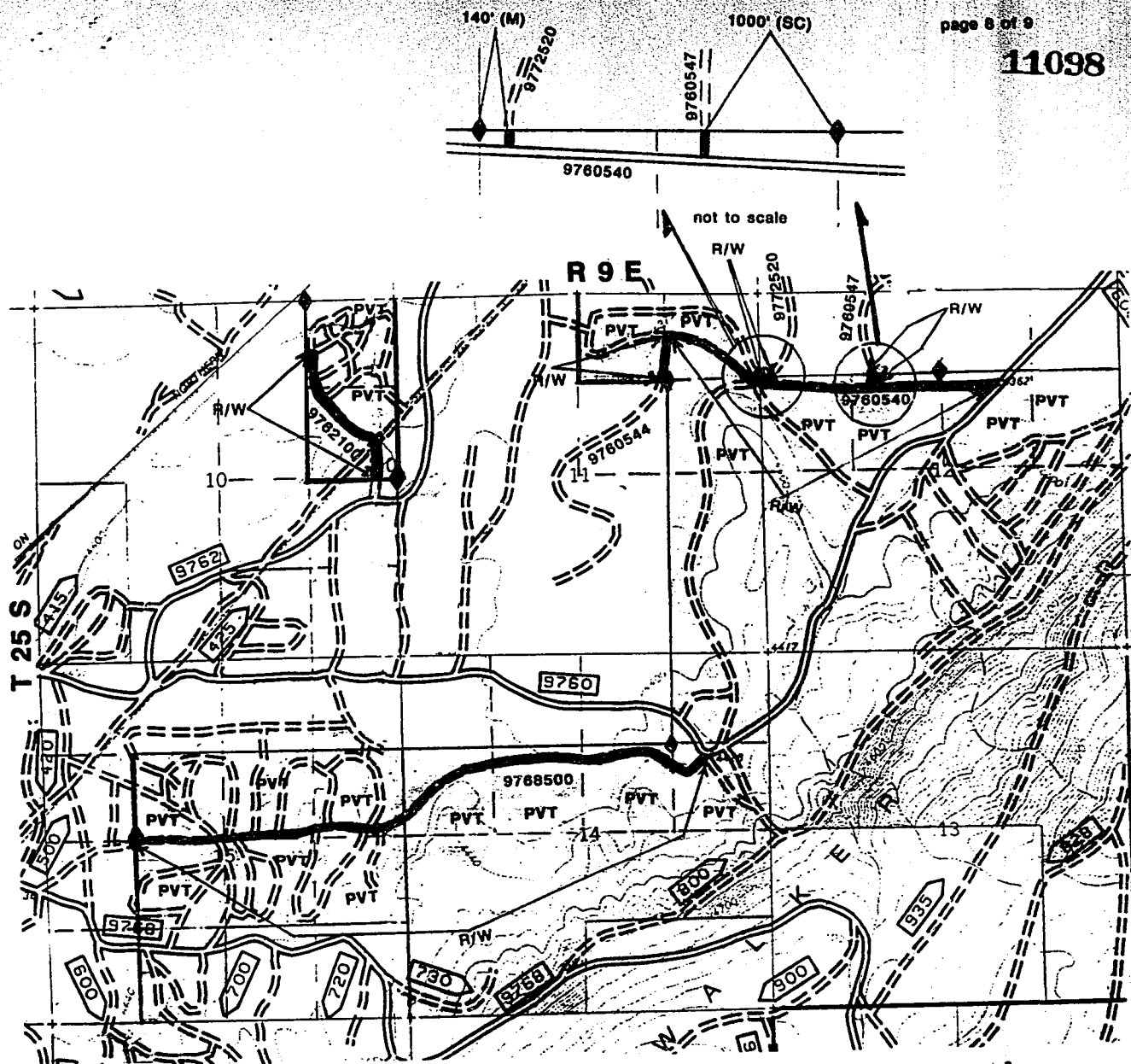
LEGEND

Corner set by Gilchrist Timber Company. 

Road 9775012 - ROW Begins 400' (M), North from the W1/16 Corner Sec. 20;
End ROW 435' (M), West from the CS1/16 Corner Sec. 20.



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ROAD 9768500 - Begin ROW 450' (SC), East and 200' (SC), South from the NE1/16 Corner Sec. 14;
End ROW 35' (M), South from the CW1/16 Corner Sec. 15.

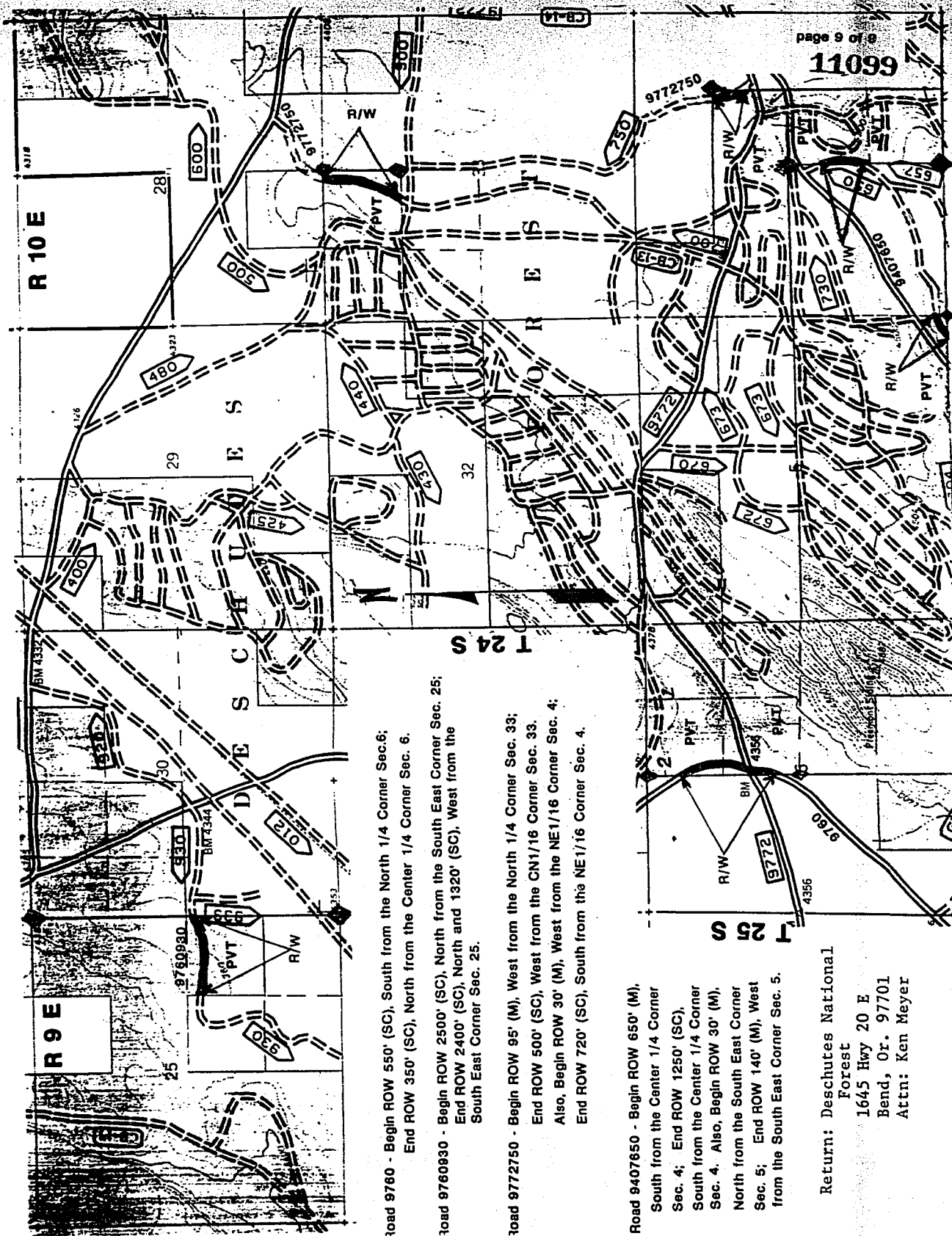
ROAD 9762100 - Begin ROW 300' (SC), West from the East 1/4 Corner Sec. 10;
End ROW 800' (SC), South from the E1/16 Corner Sec. 10.

Road 9760540 - Begin ROW 800' (SC), East and 150' (SC), South from the CN1/16 Corner Sec. 12;
End ROW 700' (SC), North from the NE1/16 Corner Sec. 11.

Road 9760544 - Begin ROW 700' (SC), North from the NE1/16 Corner Sec. 11;
End ROW 95' (M), West from the NE1/16 Corner Sec. 11.

Road 9760547 - Begin ROW 1000' (SC), West from the CN1/16 Corner Sec. 12;
End ROW 1000' (SC), West and 100' (SC), South from the CN1/16 Corner Sec. 12.

ROAD 9772520 - Begin ROW 140' (M), East from the N1/16 Corner Sec. 12;
End ROW 140' (SC), East and 85' (SC), south from the N1/16 Corner Sec. 12.



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Road 9760 - Begin ROW 550' (SC), South from the North 1/4 Corner Sec. 6;
End ROW 350' (SC), North from the Center 1/4 Corner Sec. 6.

Road 9760930 - Begin ROW 2500' (SC), North from the South East Corner Sec. 25;
End ROW 2400' (SC), North and 1320' (SC), West from the
South East Corner Sec. 25.

Road 9772750 - Begin ROW 95' (M), West from the North 1/4 Corner Sec. 33;
End ROW 500' (SC), West from the CN1/16 Corner Sec. 33.
Also, Begin ROW 30' (M), West from the NE1/16 Corner Sec. 4;
End ROW 720' (SC), South from the NE1/16 Corner Sec. 4.

Road 9407650 - Begin ROW 650' (M),
South from the Center 1/4 Corner
Sec. 4; End ROW 1250' (SC),
South from the Center 1/4 Corner
Sec. 4. Also, Begin ROW 30' (M),
North from the South East Corner
Sec. 5; End ROW 140' (M), West
from the South East Corner Sec. 5.

Return: Deschutes National
Forest
1645 Hwy 20 E
Bend, Or. 97701
Attn: Ken Meyer

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Ken Meyer the 12th day
of June A.D., 19 91 at 12:20 o'clock PM., and duly recorded in Vol. M91,
of Deeds on Page 11081.

FEE \$98.00

Evelyn Biehn, County Clerk
By Ruthie Mendenhall