

41174

Vol 92 Page 3369

Road No. 3753140
3752100
3752171
Cost Share

EASEMENT

THIS EASEMENT, dated this 24th day of January 1992 from WEYERHAEUSER COMPANY, a corporation of the State of Washington, hereinafter called "Grantor," to the UNITED STATES OF AMERICA, hereinafter called "Grantee,"

WITNESSETH:

Grantor, for and in consideration of reciprocal rights and ONE DOLLAR (\$1.00) 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 following described lands in the County of Klamath, State of Oregon:

T. 38 S., R. 14 E., W.M.
sec. 2, SE1/4NE1/4
sec. 3, S1/2SW1/4

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 acceptable 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.

Certified Correct as to contents
and non-objection
D. 9/16/91 M. J. Jones Jr.

6412 54

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 the 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. Grantor shall have the right to charge and enforce collections from purchasers of timber or other material when removed from Grantee's lands over the road 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 Fremont Road Right-of-Way Construction and Use Agreement dated July 1, 1971, as amended, until such time as the amounts paid by such means or by credits received from Grantee shall total the amount set forth in said agreement. Timber or other materials hauled by Grantor from lands of the Grantee shall be regarded as though hauled by someone else.
- 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 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 as shown on Exhibit B attached hereto shall be treated as though hauled by someone else, and: Provided further, That the right to use the road for the purpose of operating and moving specialized logging vehicles and other equipment shall not be restricted, except as follows:

Subject to compliance with legal maximum 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 cleated equipment shall not be used on paved roads.

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 the 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 Fremont Road Right-of-Way Construction and Use Agreement dated July 1, 1971, 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, reconstruction 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 such 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.

WEYERHAEUSER COMPANY

Attest:

By: *Robert H. Mogensen*

Title: Assistant Secretary

By: *David Welton*

Title: Forest Land Use Manager

ACKNOWLEDGMENT

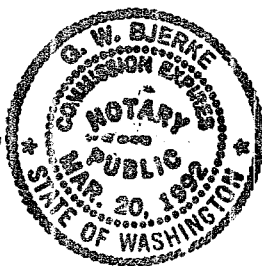
State of WASHINGTON)

) ss.

County of KING)

On this 24th day of January, 1992, before me the undersigned, a Notary Public in and for said County and State, personally appeared D. W. Wilbur and Robert N. Mogensen of Weyerhaeuser Company, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

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



A handwritten signature in cursive script, appearing to read "G. W. Bjerke", written over a horizontal line.

Notary Public for the State
of Washington
Residing at Seattle, Washington
My commission expires March 20, 1992

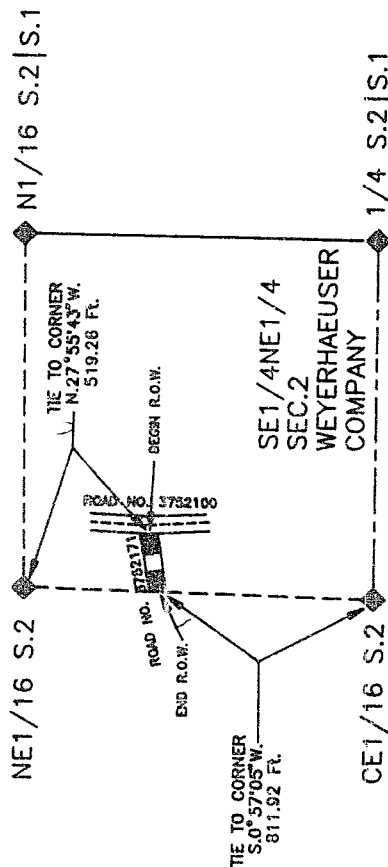
Return: Fremont National Forest
524 North G St.
Lakeview, Or. 97630

Attn: Dick Woodward

NOTES

Centerline of existing road was determined by field survey using a Theodolite/E.D.M. Location plotted by computed coordinates. Corner ties were performed in the field 9/90. Bearings are based on the record bearings shown on the Record of Survey number 4143 This R.O.S. is on file with the Klamath County Surveyor. The Right-of-Way is 66 feet in width; 33 feet on either side of centerline. The route being acquired extends from the intersection of Roads 3752100 and 3752171 and terminates at the true property line.

EXHIBIT A
SHEET 1 of 3



LEGEND

◆ Corner and accessories found as recorded

— Section line

--- 1/4 Section line

---- 1/16 Section line

Existing Road - Centerline proposed R.O.W.

SCALE IN FEET



R.O.W. ACRES

TOTAL: 0.4 ACRES

AREA ENCOMPASSED BY
EXISTING ROAD: 0.1 ACRES

PROJECT Road No. 3752171
SEC. 2, T.38S., R.14E., W.M.
Method of Survey: Theodolite/EDM
Date of PLAT: 1/11/91

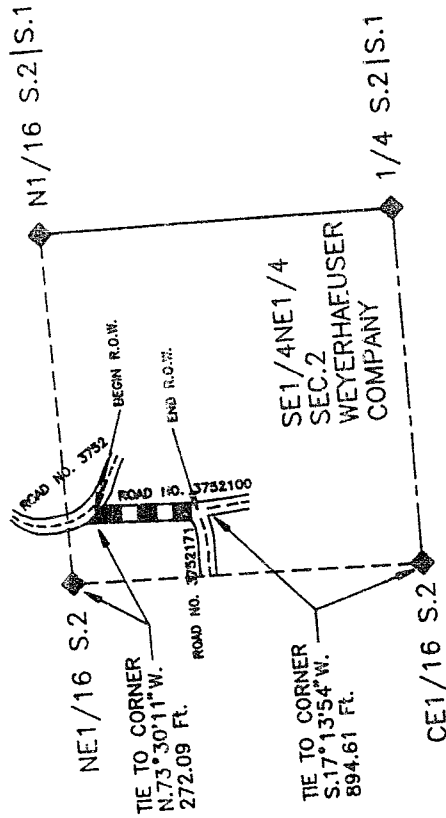
5460 RIGHT-OF-WAY ACQUISITION
USDA FOREST SERVICE
PACIFIC NORTHWEST REGION
FREMONT NATIONAL FOREST
Klamath County, Oregon

Surveyed by: JAMES H. RICHTER Date: 9/90
Drawn by: JANET E. MOULTON Date: 1/91
Reviewed by: *[Signature]* Date: 2/5/91
Approved by: *[Signature]* Date: 2/5/91
FOREST ENGINEER

Property Owner: WEYERHAEUSER COMPANY

NOTES

Centerline of existing road was determined by field survey using a Theodolite/E.D.M. Location plotted by computed coordinates. Corner ties were performed in the field 9/90. Bearings are based on the record number 4143 shown on the Record of Survey number which were based on a Solar Observation. This R.O.S. is on file with the Klamath County Surveyor. The Right-of-Way is 66 feet in width; 33 feet on either side of centerline. The route being acquired begins at the Right-of-Way line of Road No. 3752 and terminates at the intersection of Roads 3752100 and 3752171.



SCALE IN FEET



LEGEND

Corner and accessories found as recorded

Section line

1/4 Section line

1/16 Section line

Existing Road - Centerline proposed R.O.W.

R.O.W. ACRES

TOTAL: 0.6 ACRES

AREA ENCOMPASSED BY
EXISTING ROAD: 0.1 ACRES



5460 RIGHT-OF-WAY ACQUISITION

USDA FOREST SERVICE
PACIFIC NORTHWEST REGION
FREMONT NATIONAL FOREST
Klamath County, Oregon

PROJECT: Road No. 3752100
SEC. 2, T.38S., R14E., W.M.
Method of Survey: Theodolite/EDM
Date of Plat: 1/04/91

Date of Plat: 1/04/91

Property Owner: WEYERHAEUSER COMPANY

Surveyed by: JAMES H. RICHTER Date: 9/90

Drawn by: JANET E. MOULTON Date: 1/91

Reviewed by: *[Signature]* Date: 2/5/91

Approved by: *[Signature]* Date: 2/5/91

3375

EXHIBIT A
SHEET 3 of 3

NOTES

Centerline of existing road was determined by field survey using a Theodolite/E.D.M. Location plotted by computed in the field 9/90. Corner ties were performed in the field 9/90. Bearings are based on the record bearings 4143 shown on the Record of Survey number 4143 which were based on a Solar Observation. This R.O.S. is on file with the Klamath County Surveyor. The Right-of-Way is 66 feet in width; 33 feet on either side of centerline. The route being acquired extends from the true property line and terminates at the Right-of-Way line of Road number 3814.

LEGEND

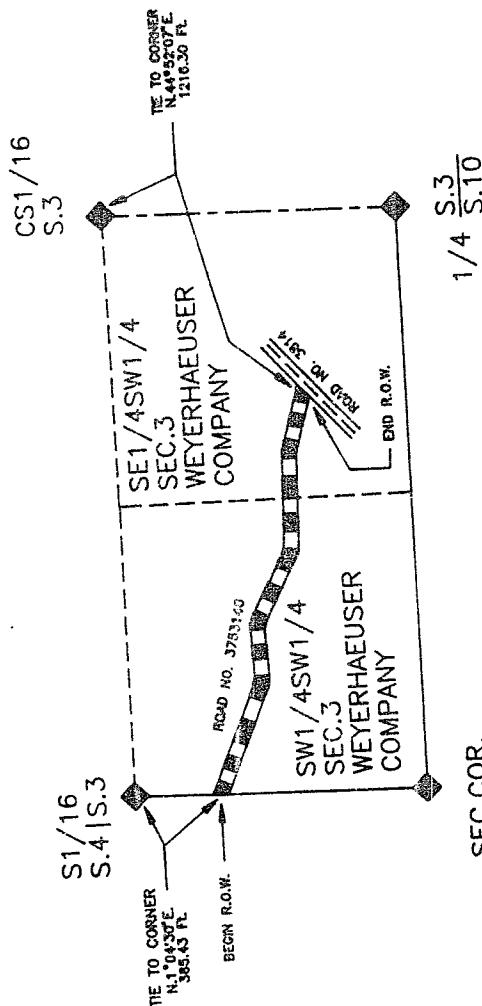
Corner and accessories found as recorded

Section line

1/4 Section line

1/16 Section line

Existing Road - Centerline proposed R.O.W.



SCALE IN FEET



R.O.W. ACRES

TOTAL: 2.9 ACRES

AREA ENCOMPASSED BY
EXISTING ROAD: 0.6 ACRES1/4 S.3
S.10SEC. COR.
S.4 | S.3
S.9 | S.10

5460 RIGHT-OF-WAY ACQUISITION

USDA FOREST SERVICE
PACIFIC NORTHWEST REGION
FREMONT NATIONAL FOREST
Klamath County, Oregon

PROJECT: Road No. 3753140
SEC. 3, T.38S., R.14E., W.M.
Method of Survey: Theodolite/EDM

Date of PLAT: 1/03/91

Surveyed by: JANET E. MOULTON Date: 7/90

Drawn by: JANET E. MOULTON Date: 1/91

Reviewed by: *John H. Theodolite* Date: 2/8/91Approved by: *John H. Theodolite* Date: 2/8/91

Property Owner: **WEYERHAEUSER COMPANY**

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Fremont National Forest the 19th day
of Feb. A.D., 19 92 at 12:54 o'clock P M., and duly recorded in Vol. M92
of Deeds on Page 3369

Evelyn Biehn - County Clerk
By *John H. Theodolite*

FEE \$45.00