

42543

Volume 2 Page 6040

Road No. 1000013
Cost Share

EASEMENT

THIS EASEMENT, dated this 2nd day of March 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 One Dollar (\$1.00) and reciprocal rights 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. 28 S., R. 11 E., W.M.
sec. 36, NE1/4NW1/4, SE1/4NW1/4
SW1/4NW1/4, NW1/4SW1/4
SW1/4SW1/4, and SE1/4SW1/4

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.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

Certified Correct as to description,
execution and consideration.
Date 3/21/92 [Signature]
[Signature]

MAR 23 PM 2 52

- 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, to 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 hauling 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.

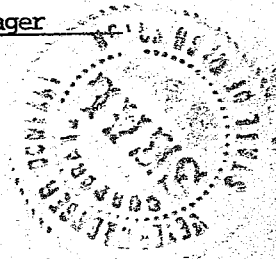
WEYERHAEUSER COMPANY,

Attest:

By: *[Signature]*

By: *Pamela M. Padmon* Title: Forest Land Use Manager

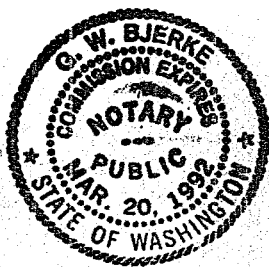
Title: Assistant Secretary



State of Washington) ss
County of King)

On this 3rd day of March, 1992, before me the undersigned, a notary public in and for said County and State, personally appeared Pamela M. Redmon, and D. W. Wilbur 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.



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

EXHIBIT B

There are no third party lands tributary to this segment.

REturn: Fremont National Forest
524 North G. St.
Lakeview, Or. 97630
Attn: Richard Woodward

NOTES

Centerline of existing road was determined by field survey using a Theodolite/ED.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 1316 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 intersection of Road numbers 1000013 and 2804038.



R.O.W. ACRES

TOTAL: 8.1 ACRES

AREA ENCOMPASSED BY
EXISTING ROAD: 3.7 ACRES

EXHIBIT A
SHEET 1 of 2

TIE TO CORNER
N.89° 50' 14" E.
255.28 Ft.

W1/16 S.25 S.36
1/4 S.25 S.36

SECTION R.O.W.

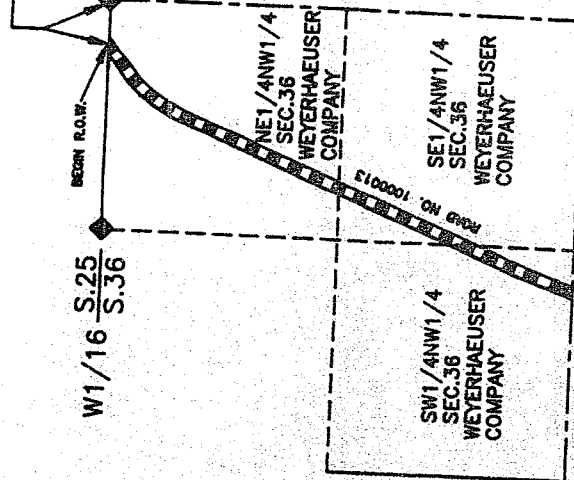
◆ Corner and accessories found as recorded

— Section line

— 1/4 Section line

— 1/16 Section line

— Existing Road - Centerline proposed R.O.W.



PROJECT: Road No. 1000013
SEC. 36, T.28S., R.11E., W.M.

Method of Survey: Theodolite/EDM

Date of PLAT: 2/20/92

5460 RIGHT-OF-WAY ACQUISITION

USDA FOREST SERVICE

PACIFIC NORTHWEST REGION

FREMONT NATIONAL FOREST

Klamath County, Oregon

Property Owner: WEYERHAEUSER COMPANY

Surveyed by: JANET E. MOULTON Date: 10/90

Drawn by: JANET E. MOULTON Date: 2/92

Reviewed by: *John H. Thompson* Date: 3/20/92

Approved by: *Donald H. Thompson* Date: 3/20/92

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EXHIBIT A
SHEET 2 OF 2



LEGEND

Corner and accessories found as recorded



Section line



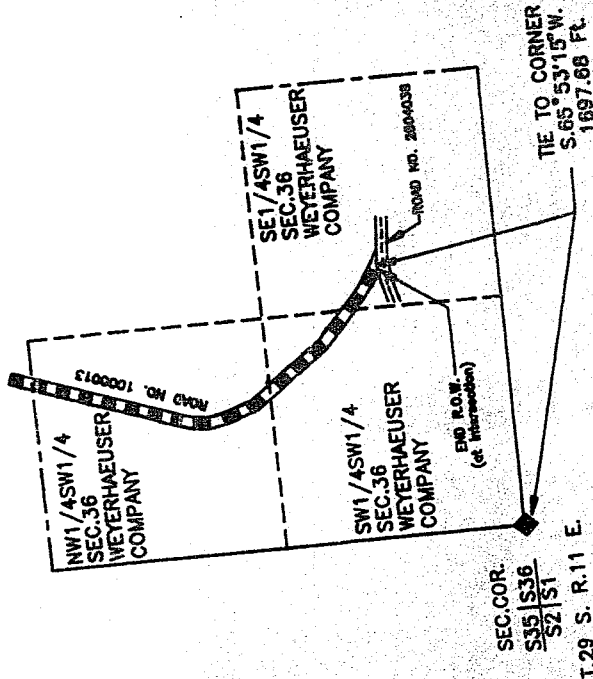
1/4 Section line



1/16 Section line



Existing Road - Centerline proposed R.O.W.



SCALE IN FEET
0 220 440 660

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

PROJECT: Road No. 1000013
SEC. 36, T.28S., R.11E., W.M.
Method of Survey: Theodolite/EDM
Date of PLAT: 2/20/92

Property Owner: **WEYERHAEUSER COMPANY**

Surveyed by: **JANET E. MOULTON** Date: 10/90
Drawn by: **JANET E. MOULTON** Date: 2/92

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Fremont National Forest the 23rd day
of March A.D., 19 92 at 2:52 o'clock P.M., and duly recorded in Vol. M92
of Deeds on Page 6040
By Evelyn Biehn County Clerk
Pauline Nielsen

FEE \$45.00