

77825

AFTER RECORDING, RETURN TO:
Crown Pacific Limited Partnership
121 S.W. Morrison Street, Suite 900
Portland, OR 97204
ATTN: Roger L. Krage

03-21-94P03:43 RCVD

Vol. m94 Page 8436

K-46055
EASEMENT

THIS EASEMENT, dated this 6th 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 County of Klamath, State of Oregon, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration the grant 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 lands in the County of Klamath, State of Oregon, as described on Exhibit "A" attached hereto.

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 land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

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 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

CERTIFIED CORRECT AS TO CONSIDERATION,
DESCRIPTION AND CONDITIONS.

Renneth G. May 4/25/91

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 Winema National Forest-Gilchrist Timber Company Road Management Agreement dated June 10, 1983, on file at the Forest Supervisor's Office, Winema 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 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 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 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, That 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 are 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 the Forest Supervisor has given specific written

approval. 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 land or resources owned or controlled by Grantee or its successors: Provided, That such additional use also shall be controlled by Grantor so as to not unreasonably 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 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 interfere unreasonably with use of the road.

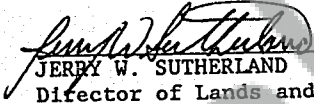
4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Provided that so long as the Winema National Forest-Gilchrist Timber Company Road Management Agreement dated June 10, 1983, 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.

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: That 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 and Minerals, 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 and Minerals
 Pacific Northwest Region
 Forest Service
 Department of Agriculture

ACKNOWLEDGMENT

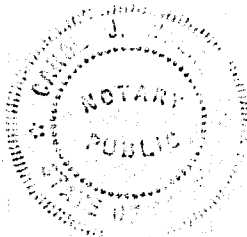
STATE OF Oregon)

ss.

COUNTY OF Multnomah)

On this 6th day of May, 1991, before me a Notary Public within and for said State, personally appeared Jerry W. Sutherland, Director of Lands and Minerals, Pacific Northwest Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say 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 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 my official seal the day and year above written.



Carol J. Walker
 Notary Public for the State of Oregon
 Residing at Tualatin
 My commission expires 6/15/91

EXHIBIT ANATIONAL FOREST SYSTEM LAND
Klamath County, Oregon

Road 2750-159

T. 26 S., R. 10 E., W.M.
sec. 1, NW1/4NE1/4, NE1/4NW1/4.

From road 2750 in the NE1/4NW1/4 sec. 1, to the south line of the NW1/4NE1/4 (632 feet more or less as shown on Exhibit B, page 2).

2730 RIGHT-OF-WAY GRANTED

8441

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

KLAMATH COUNTY, OREGON





UNITED STATES TO GILCHRIST TIMBER COMPANY

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

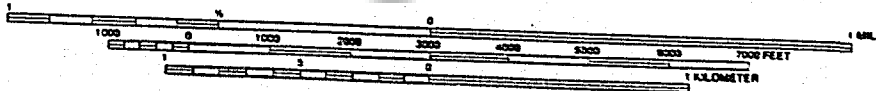
Basis of Bearing -- True North scaled from (TSU) Quad

Right-of-Way Width is 66 ft. -- 33 ft. each side of centerline
Total Length --- 632 feet
Acres --- 1.0 More or Less

LEGEND

- Right-of-Way Granted 
- National Forest System Lands 
- Private Ownership 
- Found Corners 
- Scaled Ties 400' (SC)
- Measured Ties 500' (M)

SCALE



Plats Prepared by: Kenneth R. Meyer

Date: 4-18-1991

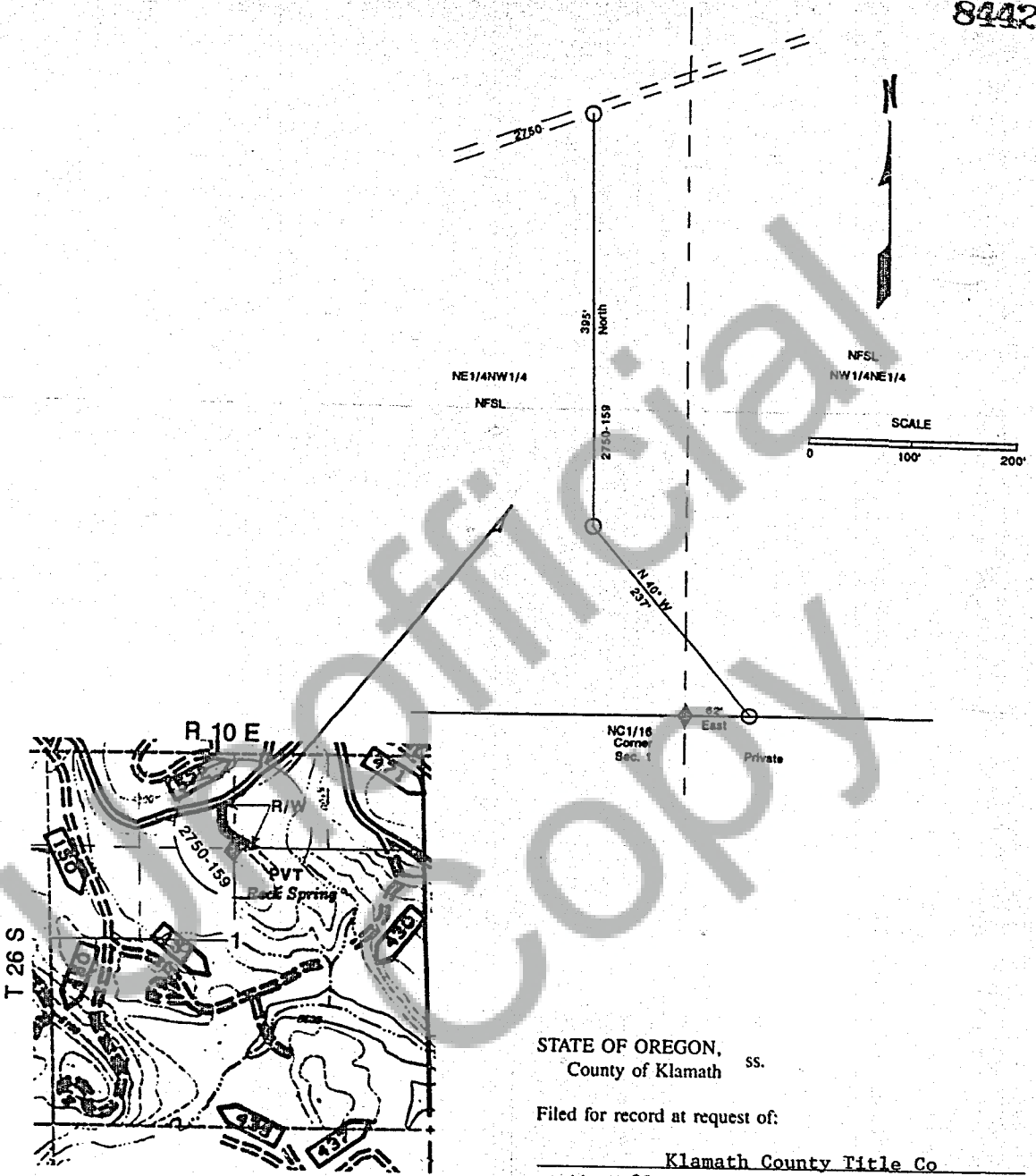
Reviewed by: Shirley M. Wilde
Land Surveyor

Date: 4-18-91

Approved by: Bruce R. ...
for Forest Engineer

Date: 4/19/91

8442



STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Klamath County Title Co
on this 21st day of March A.D., 19 94
at 3:43 o'clock P M. and duly recorded
in Vol. M94 of Deeds Page 8436

Evelyn Biehn County Clerk
By Pauline Millenbore

Fee, 40.00

Deputy.