

7689

10-16-95P03:51 RCVD

Vol. m95 Page 28190

Return Recorded Document to:
 Wimema National Forest
 2819 Dahlia
 Klamath Falls, OR. 97601
 Attention: Carol Rogers

Send Tax Statements:

NA

Sink Creek No. 1
 Cost Share Easement

EASEMENT

THIS EASEMENT, dated this 14th day of July, 1995, 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 \$1.00 and the grant of reciprocal rights-of-way 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:

Road 9771:

- T. 28 S., R. 8 E., W.M.,
 sec. 17, NE1/4SW1/4, SE1/4NW1/4, and SW1/4NW1/4;
 sec. 18, SE1/4NE1/4, SW1/4NE1/4, NW1/4NE1/4, SE1/4NW1/4, and
 NE1/4NW1/4;
 sec. 7, SE1/4SW1/4, SW1/4SW1/4, and NW1/4SW1/4.
 T. 28 S., R. 7 E., W.M.,
 sec. 12, NE1/4SE1/4, and SE1/4NE1/4.

Road 9770:

- T. 28 S., R. 8 E., W.M.,
 sec. 7, SW1/4SW1/4.
 T. 28 S., R. 7 E., W.M.,
 sec. 12, SE1/4SE1/4;
 sec. 13, NE1/4NE1/4, NW1/4NE1/4, NE1/4NW1/4, and NW1/4NW1/4;
 sec. 14, NE1/4NE1/4, NW1/4NE1/4, NE1/4NW1/4, SE1/4NW1/4, NW1/4NW1/4 and
 SW1/4NW1/4;
 sec. 15, SE1/4NE1/4, SW1/4NE1/4, NW1/4SE1/4, NE1/4SW1/4,
 SE1/4SW1/4, and SW1/4SW1/4;
 sec. 22, NW1/4NW1/4, SW1/4NW1/4, NW1/4SW1/4, SW1/4SW1/4,
 NE1/4SW1/4, and SE1/4SW1/4;
 sec. 27, NE1/4NW1/4, NW1/4NE1/4, SE1/4NW1/4, SW1/4NE1/4,
 NW1/4SE1/4 and SW1/4SE1/4.

Road 9776 Segment 1:

- T. 28 S., R. 7 E., W.M.,
 sec. 15, SW1/4SW1/4, and NW1/4SW1/4;
 sec. 16, NE1/4SE1/4, SE1/4NE1/4, NW1/4NE1/4, SW1/4NE1/4 and
 NE1/4NW1/4.

Certified Correct to Description
 Conditions and Consideration

Date

6/28/95

Title

Wimema National Forest

Road 9776 Segment 2:

T. 28 S., R. 7 E., W.M.,
sec. 9, NW1/4SW1/4, and SW1/4NW1/4

Road 9776 Segment 3:

T. 28 S., R. 7 E., W.M.,
sec. 17, SW1/4SW1/4, AND NW1/4SW1/4;
sec. 18, SE1/4SE1/4, NE1/4SE1/4, NW1/4SE1/4, NE1/4SW1/4,
SW1/4NE1/4, SE1/4NW1/4, and Lot 2.

Road 9777 Segment 1:

T. 28 S., R. 7 E., W.M.,
sec. 16, NE1/4SE1/4, SE1/4NE1/4, SW1/4NE1/4, SE1/4NW1/4,
NE1/4NW1/4, NW1/4NW1/4, and SW1/4NW1/4.

Road 9777 Segment 2:

T. 28 S., R. 7 E., W.M.,
sec. 17, NE1/4SE1/4, NW1/4SE1/4, NE1/4SW1/4, NW1/4SW1/4,
and SW1/4SW1/4;
sec. 18, SE1/4SE1/4, and SW1/4SE1/4;
sec. 19, NE1/4NE1/4, NW1/4NE1/4, NE1/4NW1/4, and Lot 1.

Road 9777 Segment 3:

T. 28 S., R. 7 E., W.M.,
sec. 19, NE1/4NW1/4;
sec. 18, SE1/4SW1/4, and Lot 4.

Road 9775 Segment 1:

T. 28 S., R. 7 E., W.M.,
sec. 27, SE1/4SW1/4, NE1/4SW1/4, SW1/4SW1/4, and NW1/4SW1/4;
sec. 28, NE1/4SE1/4, and NW1/4SE1/4.

Road 9775 Segment 2:

T. 28 S., R. 7 E., W.M.,
sec. 28, SE1/4SW1/4, SW1/4SW1/4, and NW1/4SW1/4.

Road 9777-080:

T. 28 S., R. 7 E., W.M.,
sec. 16, NW1/4NW1/4.

Road 9776-200

T. 28 S., R. 7 E., W.M.,
sec. 9, SW1/4NW1/4.
sec. 8, SE1/4NE1/4.

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 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 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 the 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 length 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 to enforce collections from purchasers of timber or other materials 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 the Winema-Weyerhaeuser Road Right-of-Way Construction and Use Agreement dated September 19, 1972, 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 cost 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 such 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 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 cleared 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 the 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 obligation 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 Winema-Weyerhaeuser Road Right-of-Way Construction and Use Agreement dated September 19, 1972, 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 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

By *Don Wilbur*
DON WILBUR
FOREST LAND USE MANAGEMENT

Attest:

By: *Pamela M. Redmon*

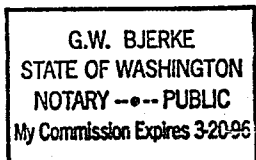
Title: Assistant Secretary

ACKNOWLEDGMENT

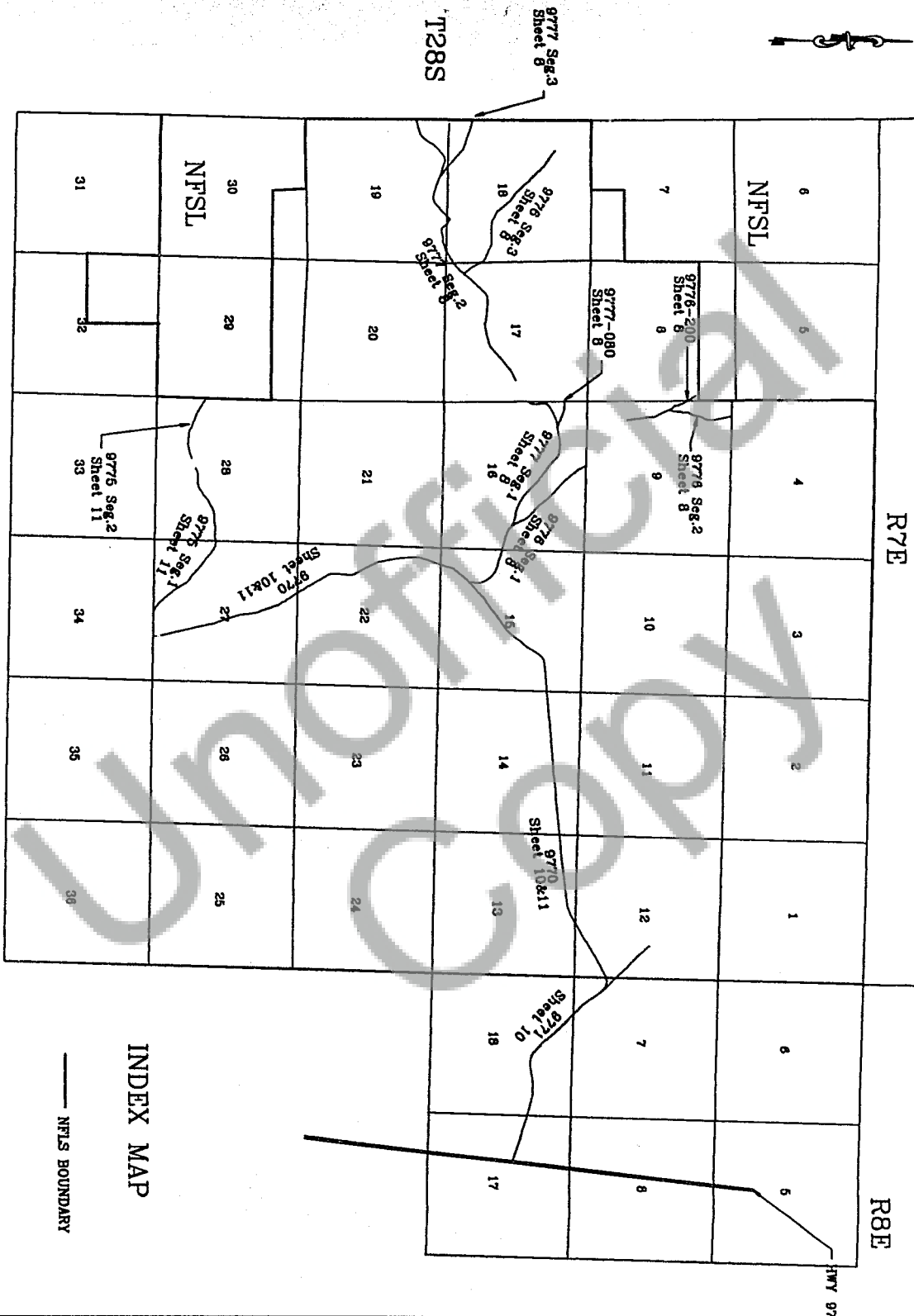
STATE OF WASHINGTON)
) ss.
 County of King)

On this 14th day of July, 1995, personally before me appeared
D. W. Wilbur and Pamela M. Redmon, to me known to
 be the Forest Land Use Manager and Assistant Secretary, respectively, of
 the corporation which executed the within and foregoing instrument, and
 acknowledged the 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 last above written.



G.W. Bjerke
 Notary Public for the State of Washington
 Residing at Seattle
 My commission expires March 20, 1996

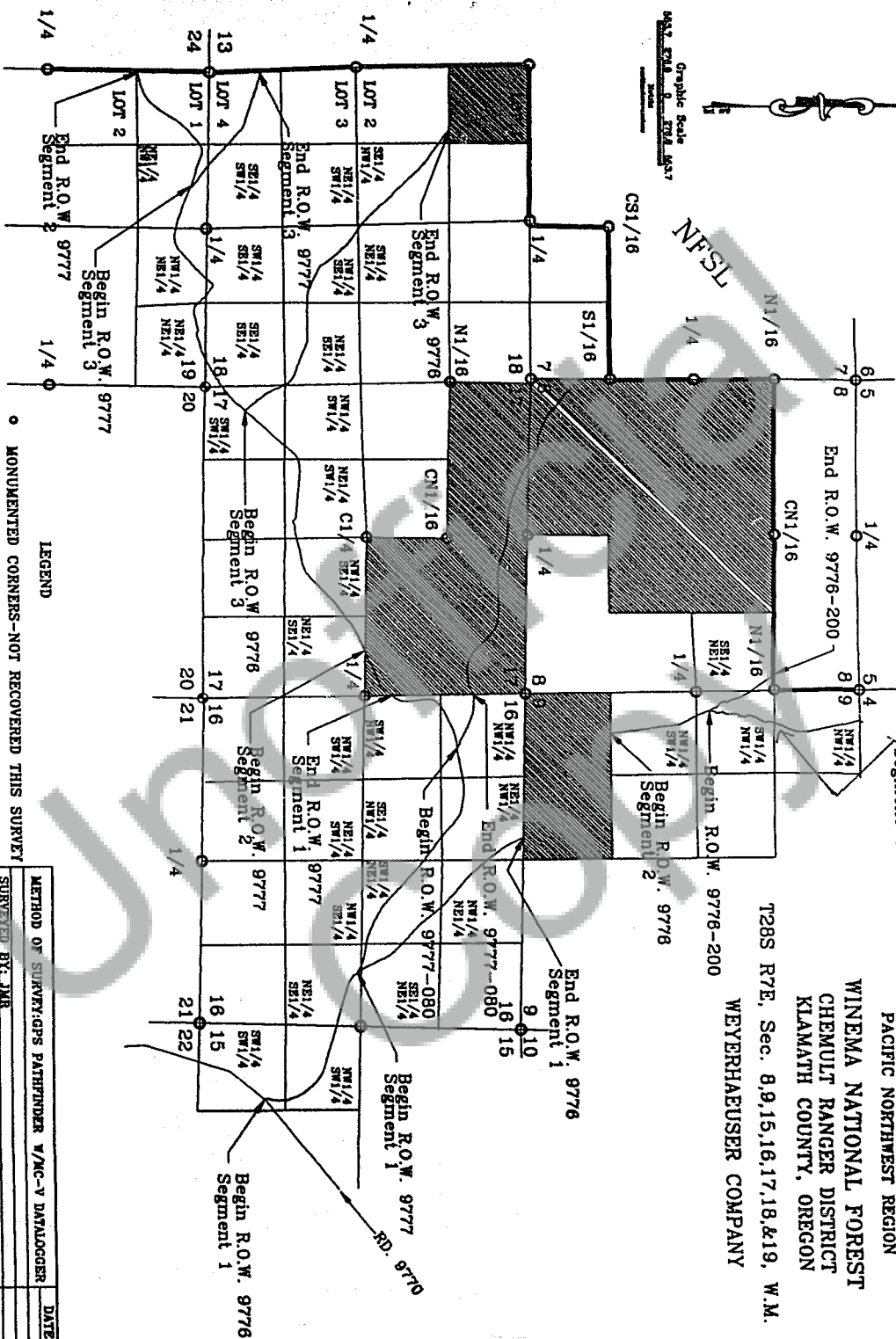


INDEX MAP

— NFSL BOUNDARY

End R.O.W. 9776
Segment 2

FILE 5460
USDA FOREST SERVICE
PACIFIC NORTHWEST REGION
WINEMA NATIONAL FOREST
CHEMULT RANGER DISTRICT
KLAMATH COUNTY, OREGON
1288 RTE, Sec. 8,9,15,16,17,18,&19, W.M.
WEYERHAEUSER COMPANY



• MONUMENTED CORNERS--NOT RECOVERED THIS SURVEY

Exchanged to Weyerhaeuser Company in 1987
Rights to roads were reserved. M87 Page 8149

NFSI, National Forest System Lands

METHOD OF SURVEY: GPS PATHFINDER V/MC-V DATACORR	DATE
SURVEYED BY: JMR	
TRAIN BY: JMR	
RECORDED BY: <i>E. J. Smith</i>	5-18-95
APPROVED BY: <i>E. J. Smith</i> DISTRICT MANAGER	
<i>Eric Campbell</i> ROBERT SUPERVISOR	5-18-95

NOTES

- 1) ROUTE BEING ACQUIRED EXTENDS FROM AND TERM-
INATES AS SHOWN ON MAP.
- 2) R.O.W. WIDTH IS 20.117M, 10.056M EACH SIDE OF CENTER-
LINE.

- 3) Ties from monuments to Roads:
 - Sec. Cor. 15.16.21.422 to Beginning of Rd. 9777 Seg.1 N176630°W-836.3992m
 - 1/4 Cor. 17&16 to End of Rd. 9777 Seg.1 N0073450°W-140.3510m
 - 1/4 Cor. 17&16 to Beginning of Rd. 9777 Seg.2 S012718°W-231.1346m
 - Sec. Cor. 13.18.19&24 to End of Rd. 9777 Seg.2 S012718°W-362.3371m
 - Sec. Cor. 17.18.19&20 to Beginning of Rd. 9778 Seg.3 N306536°E-215.2186m
 - Sec. Cor. 17.18.19&20 to Beginning of Rd. 9778 Seg.3 N344635°E-566.8021m
 - W1/4 Cor. Sec. 18 to End of Rd. 9777 Seg.3 N0074409°W-256.0244m
 - Sec. Cor. 13.18.19&24 to End of Rd. 9777 Seg.3 S094726°W-221.7481m
 - 1/4 Cor. 18&19 to Beginning of Rd. 9776 Seg.1 N405817°E-507.2892m
 - Sec. Cor. 15.16.21.422 to Beginning of Rd. 9776 Seg.1 N0073450°W-140.3510m
 - Sec. Cor. 8.9.16.417 to End of Rd. 9776 Seg.2 S263744°E-479.4661m
 - 1/4 Cor. Sec. 8&9 to Beginning of Rd. 9776 Seg.2 N897630°E-157.5807m
 - Sec. Cor. 4.6.8.49 to End of Rd. 9776 Seg.2 N897630°E-157.5807m
 - 1/4 Cor. Sec. 8&9 to Beginning of Rd. 9776-200 S882518°E-356.8760m
 - N1/8 Cor. Sec. 8&9 to End of Rd. 9777-080 S385842°E-439.1299m
 - 1/4 Cor. Sec. 17&16 to Beginning of Rd. 9777-080 S0073450°E-260.8236m
 - Sec. Cor. 8.9.16.417 to End of Rd. 9777-080 S0073450°E-260.8236m
- 4) GPS PATHFINDER WAS USED TO LOCATE ROADS AND THE SECTION CORNERS COMMON TO
SECTIONS 17,18,19,420 AND SECTIONS 16,17,20,421.

1/4 Cor Sec. 8&9 to end Road 9776 seg. 2 N897630°E-157.5807m approx 486 ft. *data*

Road No.	Road Length	Heclares
9776 Segment 1	1870.744m	3.964
9776 Segment 2	1288.930m	2.613
9776 Segment 3	2785.7934	5.804
9777 Segment 1	1818.284m	3.857
9777 Segment 2	3562.117m	7.165
9777 Segment 3	734.058m	1.476
9777-080	289.988m	0.603
9776-200	377.782m	0.759

FILE 6460
USDA FOREST SERVICE
PACIFIC NORTHWEST REGION
WINEMA NATIONAL FOREST
CHEWUIT RANGER DISTRICT
KLAMATH COUNTY, OREGON

WEYERHAEUSER COMPANY

T28S R7E, Sec. 8,9,15,16,17,18,419, W.M.

EXHIBIT 'A'

Graphic Scale

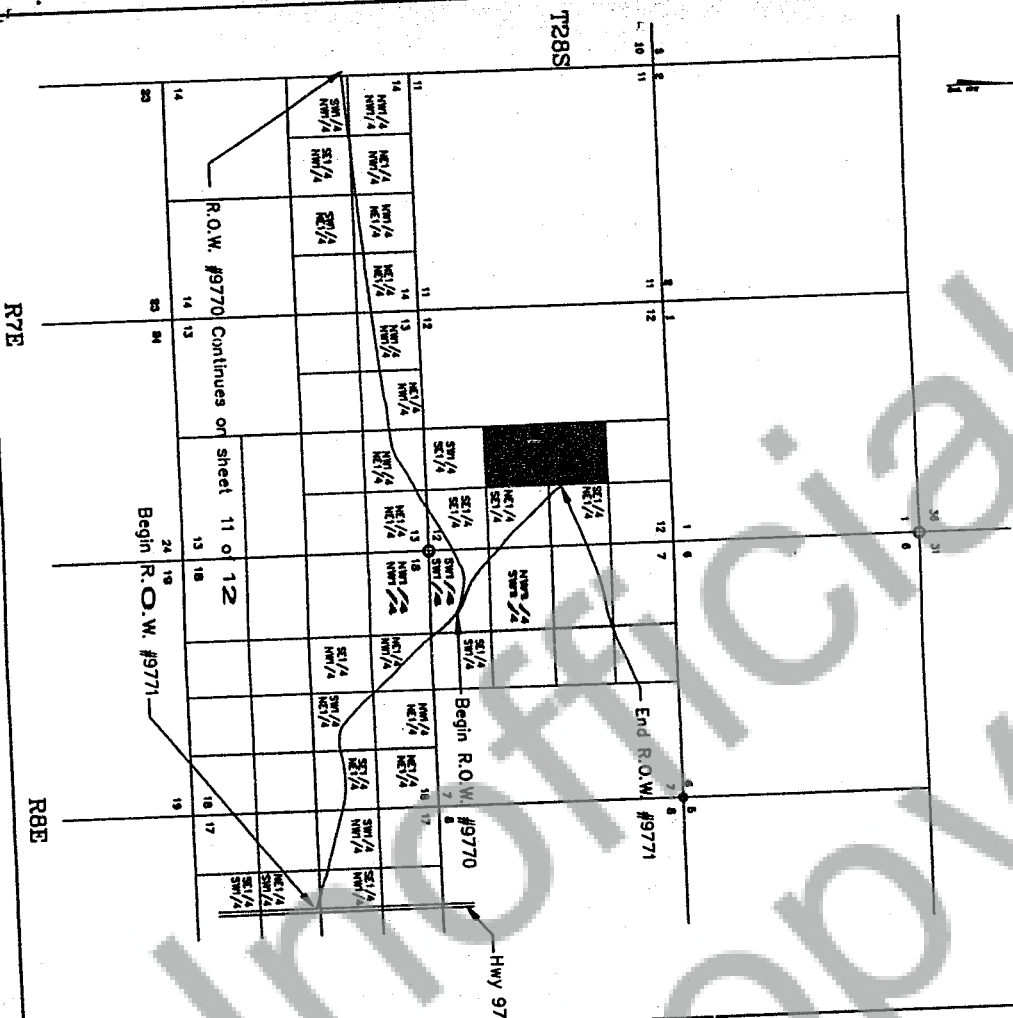
402.3 0 402.3 804.6

Feet

FILE 6480
USDA FOREST SERVICE
PACIFIC NORTHWEST REGION
WINEMA NATIONAL FOREST
CHEMULT RANGER DISTRICT
KLAMATH COUNTY, OREGON

T28S R7E, Sec. 12, 13 & 14, W.M.
T28S R8E, Sec. 7, 17, & 18, W.M.

WEYERHAEUSER COMPANY



LEGEND

- o MONUMENTED CORNERS-NOT RECOVERED THIS SURVEY
- o FOUND MONUMENTED CORNER

Exchanged to Meyerhauser Company in 1987
Rights to roads were reserved. M87 Page 8149

NFSL Property Boundary

NFSL National Forest System Lands

	DATE
METHOD OF SURVEYING PARADEUR W/MC-V DAYLOGGER	
SUPERVISOR BY JNR	
DRAWN BY JNR	5-10-93
RECORDED BY <i>d.d.</i> <i>d.d.</i> <i>d.d.</i> <i>d.d.</i> SUPERVISOR	
APPROVED BY <i>C.M. Smith</i> DIRECT SUPERVISOR	5-16-93

Continuation from Sheet 10
 T28S R7E, Sec. 12, 13, 14, 15, 22, 27, & 28, W.M.
 T28S R8E, Sec. 7, 17, & 18, W.M.
 WEYERHAEUSER COMPANY

Sheet 11 of 12

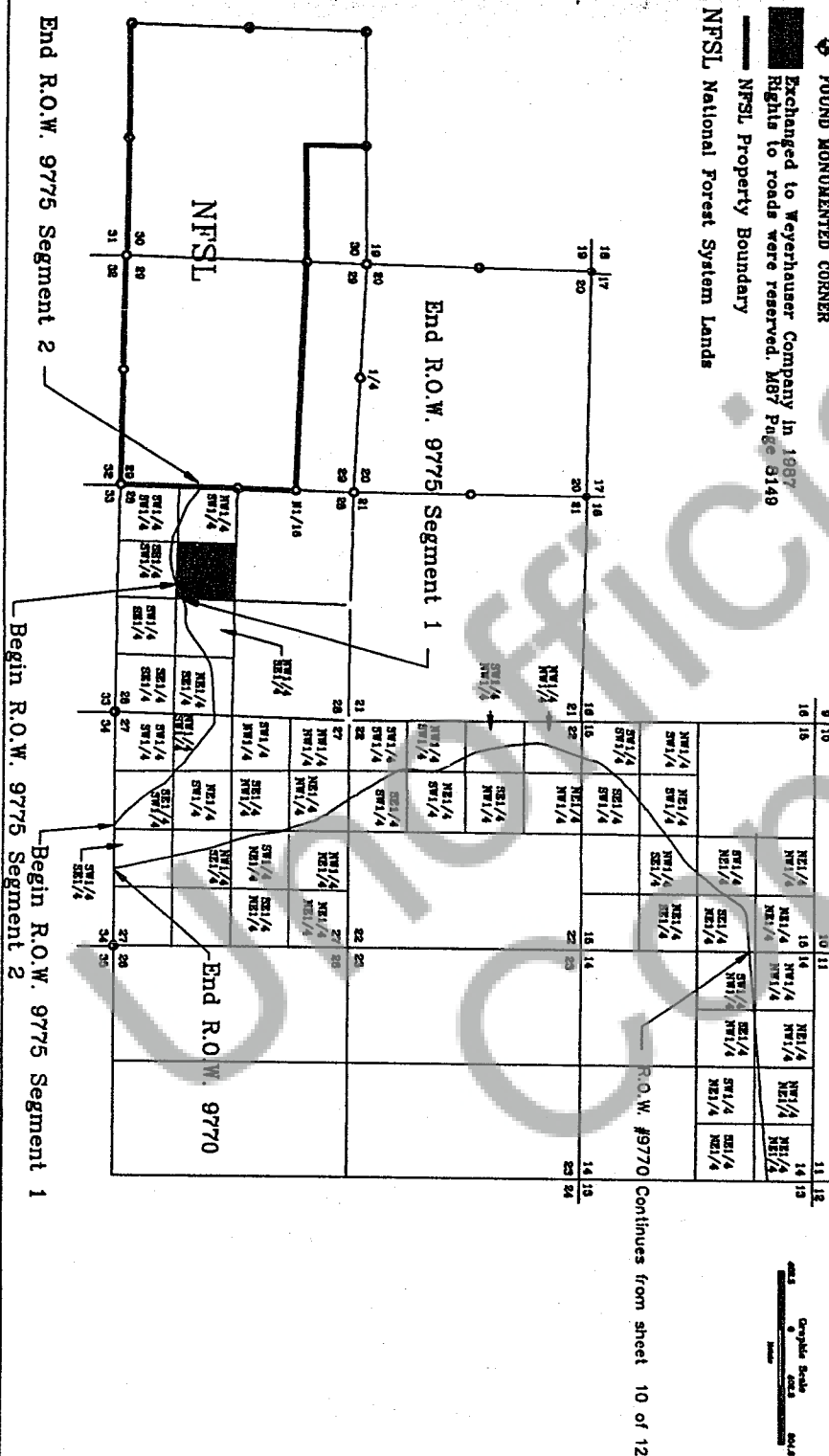
LEGEND

- MONUMENTED CORNERS—NOT RECOVERED THIS SURVEY
- ◊ FOUND MONUMENTED CORNER

Exchanged to Weyerhaeuser Company in 1887
 Rights to roads were reserved. MGT Page 5149

— NFSL Property Boundary

NFSL National Forest System Lands



NOTES & THE INFORMATION FOR SHEETS 10&11

NOTES

1) ROUTE BEING ACQUIRED EXTENDS FROM AND TERMINATES AS SHOWN.

2) R.O.W. WIDTH IS 20.17M, 10.056M EACH SIDE OF CENTER-LINE.

3) Ties from monuments to Roads:

-Sec. Cor. 12&13 T28S R7E and 7&18, T28S R8E to Beginning of R.O.W. 9771

-N68°28'45"W-2371.1433M

-Sec. Cor. 12&13 T28S R7E and 7&18, T28S R8E to End of R.O.W. 9771

-N24°12'53"W-976.8168m

-Sec. Cor. 12&13 T28S R7E and 7&18, T28S R8E to Beginning of R.O.W. 9770

-N68°28'50"E-337.2141m

-Sec. Cor. 26°27'34", &35 to End of R.O.W. 9770, N90°00'00"W-536.2100m

-Sec. Cor. 27°28'33", &34 to Beginning of R.O.W. 9775 Sec. 1 N60°57'14"W-922.9445m

-Sec. Cor. 27°28'33", &34 to End of R.O.W. 9775 Sec. 1 N60°57'14"W-922.9445m

-Sec. Cor. 28°28'32", &33 to Beginning of R.O.W. 9775 Sec. 2 N61°28'14"E-808.7211m

-1/4Cor. 28&29 to End of R.O.W. 9775 Sec. 2 S01°32'49"W-255.8152m

4) GPS PATHFINDER WAS USED TO LOCATE ROADS AND THE SECTION CORNERS COMMON TO SECTIONS 17,18,19,&20 AND SECTIONS 16,17,20,&21 OF T28S R7E.

Road No.	Road Length	Hectares
9771	3318.827m	6.678
9770	8956.550m	18.017
9775 Segment 1	1919.666m	3.861
9775 Segment 2	749.326m	1.507

FILE 5460

USDA FOREST SERVICE
PACIFIC NORTHWEST REGION

WINEMA NATIONAL FOREST

CHEMUL T RANGER DISTRICT

KLAMATH COUNTY, OREGON

T28S R7E, Sec. 12,13,14,15,22,27,&28, W.M.
T28S R8E, Sec. 7,17,&18, W.M.

WEYERHAEUSER COMPANY

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Winema National Forest the 16th day
of Oct A.D., 19 95 at 3:51 o'clock P M., and duly recorded in Vol. M95
of Deeds on Page 28190.

FEE \$65.00

By Bernetha G. Letsch, County Clerk
Bernetha G. Letsch