

Cost Share Supplement 7

WHEN RECORDED MAIL TO:

Carol A. Rogers
Winema National Forest
2819 Dahlia Street
Klamath Falls, Or 97601

SEND TAX STATEMENT TO:

N/A

EASEMENT

MAR 22 1:36 PM
THIS EASEMENT, dated this 26 day of February, 1996, from Weyerhaeuser Company, a corporation of the State of Washington, hereinafter called "Grantor," to the UNITED STATES OF AMERICA, hereinafter called "Grantee," whose address is Washington, D.C. 20013.

WITNESSETH:

Grantor, for and in consideration of 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 9776-500, Segment I

T. 28 S., R. 7 E., W.M.

sec. 18, NE1/4SW1/4, SE1/4NW1/4, SW1/4NE1/4, and NW1/4NE1/4.

Road 9776-500, Segment II

T. 28 S., R. 7 E., W.M.

sec. 18, NW1/4NE1/4, and NE1/4NW1/4.

Road 9776-502

T. 28 S., R. 7 E., W.M.

sec. 18, NW1/4NE1/4, and NE1/4NW1/4.

Road 9777-080

T. 28 S., R. 7 E., W.M.

sec. 7, SE1/4SE1/4.

Road 9771-020

T. 28 S., R. 8 E., W.M.

sec. 8, SE1/4SW1/4,
sec. 17, NE1/4NW1/4, SE1/4NW1/4, and SW1/4NW1/4.

Certified correct as to consideration,
description and conditions.
[Signature]
Date 5-12-96
Signature

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 on 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 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 dimensions, weights, and configuration 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 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

John P. McMahon

Vice President

Attest:

By:

Pamela M. Redmon

Assistant Secretary

ACKNOWLEDGMENT

STATE OF Washington)
 County of King) ss.

On this 26 day of February, 1996, personally before me appeared
John P. McMahon and P.M. Redmon, to me known to
 be the Vice President 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.

Arla M. Euron
 Notary Public for the State of Washington
 Residing at Puyallup
 My commission expires 3/28/97

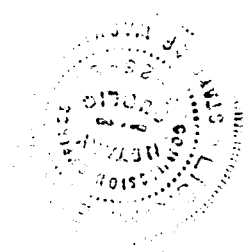
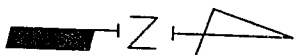


EXHIBIT A

NOTES

- 1) ROUTE ACQUIRED EXTENDS FROM PROPERTY BOUNDARY LINE TO THE NORTH/SOUTH SECTION LINE.
- 2) TOTAL ACRES ARE 15.2
- 3) RIGHT OF WAY WIDTH IS 66FT, 33FT EACH SIDE OF CENTERLINE.
- 4) BEARINGS ON CS 4936 ARE BASED ON SOLAR OBSERVATION
- 5) DISTANCES ARE MEASURED

DECL. 19°E


 0
100FT
200FT

 BASIS OF BRG. N89° 58' 02" W (750.88' meas.)
 BEGIN RDV

S 1/16

B

9777-080

SE1/4SE1/4

WEYERHAEUSER COMPANY

D

END RDV

N00° 06' 16"E

 7
18
17
8
6660.61 meas.

WEYERHAEUSER COMPANY

FILE 5460

USDA FOREST SERVICE

WINEMA NATIONAL FOREST

CHEMULT RANGER DISTRICT

--RIGHTS-OF-WAY ACQUIRED--

 T28S R7E, SEC. 7, W.M.,
 KLAMATH COUNTY, OREGON
 ROAD # 9777-080

SHEET 2 OF 3

TRAVERSE DATA

PL	BEARING	DIST.	± OFFSET	ROAD WIDTH
A				
	S48° 38' 40"E	204.11'	0	13'
B				
	S42° 17' 49"E	306.31'	5'R	10'
C				
	S57° 47' 53"E	335.37'	6'L	9'
D				
	S41° 37' 11"E	159.71'	7'R	10'
E				
			5'L	10'

LEGEND

- ////// Posted Property Boundary
- O Found Monumented Corners
- Section Line
- Traverse Line
- NFSL National Forest System Land

METHOD OF SURVEY: MONUM. & 4-SIDE TRIANG. STATION

SUBMITTED BY: J. M. ROBINSON

DRAWN BY: J. M. ROBINSON

CHECKED BY: J. M. ROBINSON

APPROVED BY: J. M. ROBINSON

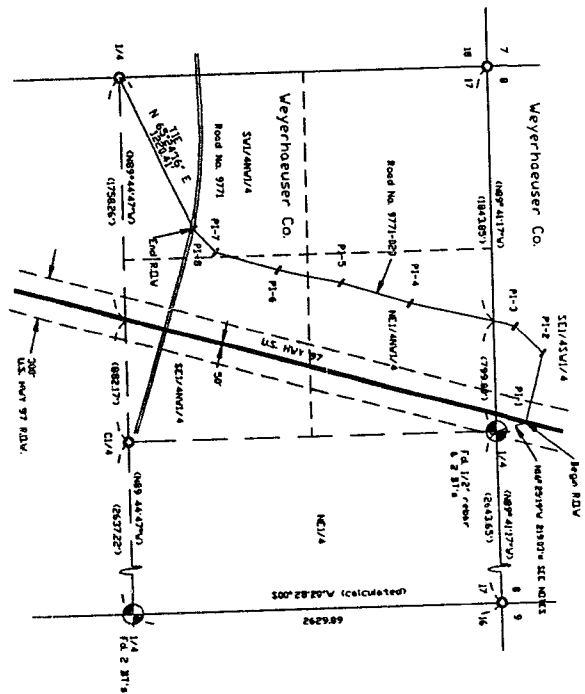
DATE: 10/28

DATE: 10/28

DATE: 10/28

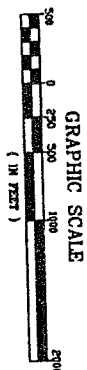
DATE: 10/28

EXHIBIT A



LEGEND

- MONUMENTED CORNER-NOT RECOVERED THIS SURVEY
- ◆ FOUND MONUMENTED CORNER
- XXXXXX RECORD BEARING AND DISTANCE
- SURVEYED TRAVERSE LINE



NOTES

1. The tie to the NW 1/4 corner Section 17 from PI-1 is S 16° 29' 19" E, 219.03 feet.
2. PI-1 is at the west edge of pavement of HWY. 97.
3. Right-of-Way width of HWY. 97 is 300 feet, 150 feet each side of the R.D.V. centerline.
4. R.D.V. width of road 9771-020 is 66 feet, 33 feet each side of centerline.
5. Total acreage of R.D.V. to be acquired for Road No. 9771-020 is approximately 4.910 acres.
6. Basis of Bearing is County Survey No. 4438, solar observation.
7. All bearings and distances are measured, unless noted otherwise.
8. Right of Way of Road No. 9771-020 commences at the west R.D.V. of U.S. HWY 97 and terminates at the intersection of Road No. 9771.

FILE 5460
USDA FOREST SERVICE
PACIFIC NORTHWEST REGION
WINEMA NATIONAL FOREST

CHEMULT RANGER DISTRICT
RIGHTS-OF-WAY ACQUIRED
Section E & 17, T. 28 S R. 8 E, W.M.
KLAMATH COUNTY, OREGON

Road No. 9771-020

TRAVERSE DATA

PI	BEARINGS	DIST.	OFFSET	ROAD WIDTH
1	N 75° 01' 47" W	512.54'	18' L	29'
2	S 46° 56' 01" W	281.43'	25' L	28'
3	S 14° 19' 17" W	767.56'	11' L	21'
4	S 18° 27' 38" W	515.93'	11' R	21'
5	S 13° 32' 23" W	460.31'	11' L	22'
6	S 17° 01' 53" W	467.87'	11' R	26'
7	S 48° 58' 32" W	235.04'	23' R	27'
8				

METHOD OF SURVEY: TOPCON GTS-2, TOTAL STATION	Date
SURVEYED BY: J.M. Wiseman	10/87
DRAWN BY: J.M. Robinson	12/93
REVIEWED BY:	
RECOMMENDED BY: Forest Land Surveyor	3/21/96
APPROVED BY: <i>Barry Forest Engineer</i>	3/23/96
Forest Supervisor	

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Winema National Forest the 22nd day
of March A.D., 19 96 at 1:35 o'clock P M., and duly recorded in Vol. M96
of Deeds on Page 7926

FEE \$45.00

By Bernetha G. Letsch, County Clerk