

24649

Road Number 3000018  
(3252)

## RIGHT-OF-WAY EASEMENT

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THIS EASEMENT, dated this 20th day of January, 1988, from Weyerhaeuser Company, a corporation of the State of Washington, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee,"

## WITNESSETH

WHEREAS, Grantor and Grantee have consummated an exchange of lands under provisions of the Act of March 1, 1911 (36 Stat. 961, 962), as amended; and the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2743). Through execution of an Exchange Agreement dated October 21, 1986, and subsequent Warranty Deed recorded May 12, 1987, in Book M87, at Page 8130, records of Klamath County and recorded May 13, 1987, in Book 207, at Page 86, records of Lake County, Oregon; and United States Patent No. 36-87-0015, recorded May 12, 1987, in Book M87, at Page 8149, records of Klamath County and recorded May 13, 1987, in Book 207, at Page 105, records of Lake County, Oregon;

AND, WHEREAS, the intent and provisions of said exchange, as supported by underlying documents, were to allow each party to reserve those certain roads required for future use on the exchange lands;

NOW, THEREFOR, Grantor, for and in consideration of interests conveyed to Grantor in the hereinabove referenced land exchange, and to reflect the intent of the parties, 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 described as the premises, over and across the following described lands in the County of Klamath, State of Oregon:

Road 3000018 (3252) beginning at the section line in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 10, Township 33 South, Range 15 East, W.M. and crossing land of the Grantor in the S $\frac{1}{2}$ SW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 10, Township 33 South, Range 15 East, W.M. and terminating at the section line in the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 10, Township 33 South, Range 15 East, W.M.

Said premises are shown on the plat attached hereto marked Exhibit A.

The word "premises," when used herein, means said strip of land, whether or not there is an existing road located hereon.

96 SEP -9 P3:25

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.

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 U. S. Department of Agriculture, Forest Service.

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 thereto, and to other users including members of the public.

- 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.

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 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.

2. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinafter provided.
3. It is agreed that the Grantor shall have the right to use the existing road described herein 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, however, to traffic control regulations as Grantee may reasonably impose under 36 CFR 261.12, and the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.7(d). Grantor's right to use said road shall include the right to use said road for the purpose of operating and moving specialized logging vehicles and other equipment, which right shall not be restricted, except as follows:

Operating vehicles with bunk widths not to exceed 10 feet, with log lengths not to exceed 48 feet, and with gross weight not to exceed 130,000 pounds, and logging and other equipment in excess of the size and weight limitations otherwise applicable to public roads may be used on the road; provided, that if there is any increase in the cost of road reconstruction, repair or maintenance, which increased cost is solely attributable to Grantor's hauling of loads in excess of those permitted on adjacent State highways, Grantor shall bear such increase in cost.

If, at any time, the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such determination, 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.

Attest:

WEYERHAEUSER COMPANY

By: Robert H. Mogensen  
Its: Assistant Secretary

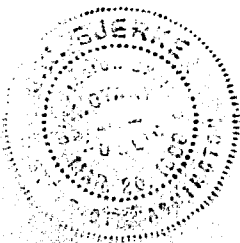
By: Dw. Wheeler  
Its: Forest Land Use Manager

28283

STATE OF WASHINGTON       )  
                                      ) ss.  
COUNTY OF KING            )

On this 20th day of January, 1988, before me personally appeared D. W. Wilbur and Robert N. Mogensen, to me known to be the Forest Land Use Manager and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged 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 first above written.

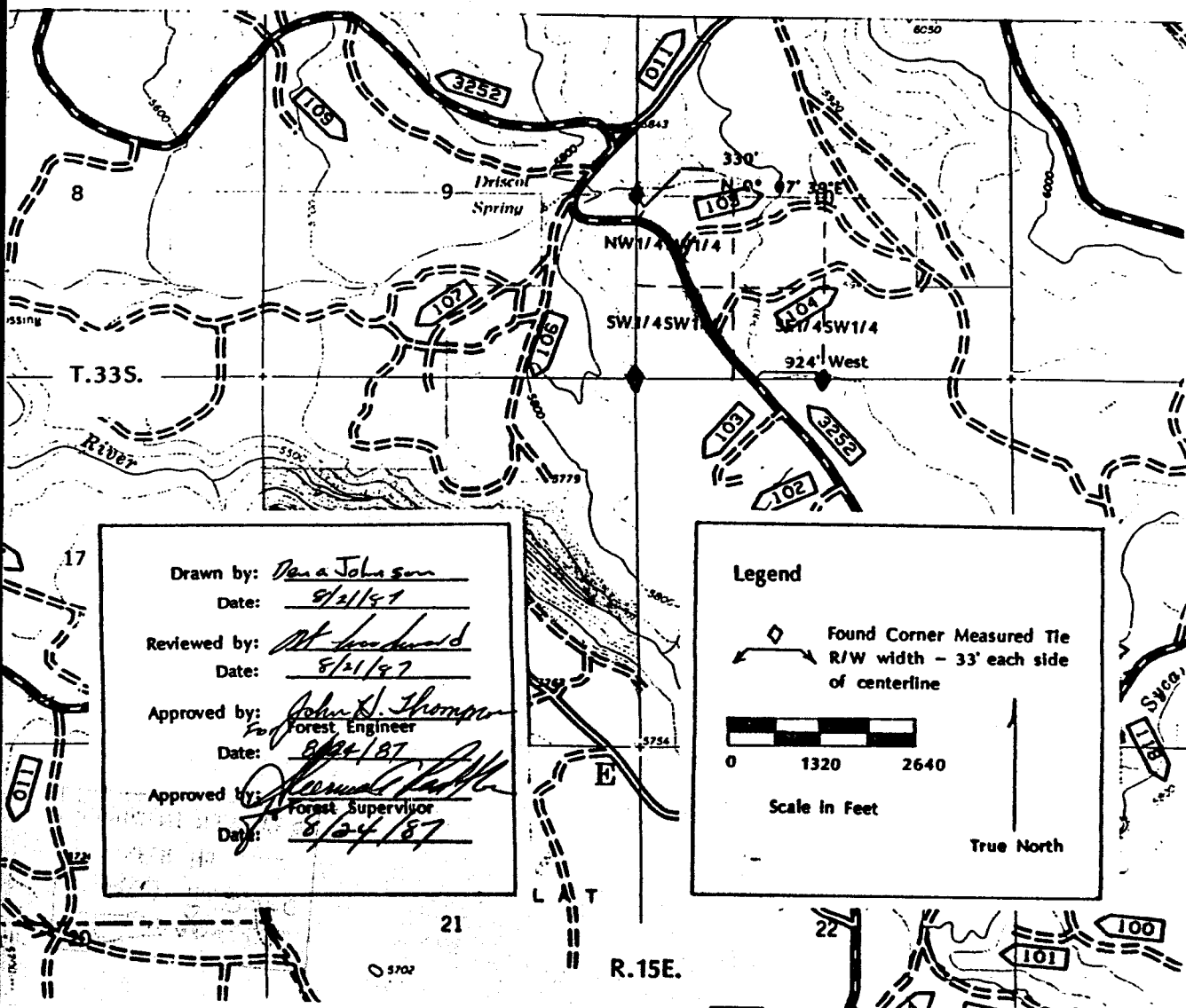


D. W. Wilbur  
Notary Public in and for the State of  
Washington, residing at Seattle

My Appointment expires: March 20, 1988

28284

5460 Right-of-Way Acquisition  
 Fremont National Forest  
 Pacific Northwest Region  
 Sec. 10, T.33S, R.15E, W.M.  
 Klamath County, Oregon  
 Weyerhaeuser Company  
 Road No. 3000018 (3252)

Drawn by: Dana JohnsonDate: 8/21/87Reviewed by: MT [Signature]Date: 8/21/87Approved by: John L. Thompson

Forest Engineer

Date: 8/24/87Approved by: [Signature]

Forest Supervisor

Date: 8/24/87

## Legend

Found Corner Measured Tie  
 R/W width - 33' each side  
 of centerline



Scale in Feet

True North

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U.S. Timberlands the 9th day  
 of September A.D., 19 96 at 3:25 o'clock PM., and duly recorded in Vol. M96,  
 of Deeds on Page 28280.

FEE \$30.00

Return: U.S. Timberlands  
P.O. Box 10  
KFO 97601

Bernetha G. Letsch, County Clerk  
 By [Signature]