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98-09990 - JACKSON CO.

Vol. 198 Page 8660  
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M-690/L-690

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
District Office  
3040 Biddle Road  
Medford, Oregon 97504

AMENDMENT NO. 13 TO RIGHT-OF-WAY AGREEMENT RWA NO. M-690/L-690  
AND O&C LOGGING ROAD RIGHT-OF-WAY PERMIT RWA NO. M-690/L-690

Agreement between the UNITED STATES OF AMERICA, acting by and through its agency Department of the Interior, Bureau of Land Management, and U. S. TIMBERLANDS KLAMATH FALLS, L. L. C., a Limited Liability Company organized under the laws of the State of Delaware.

WITNESSETH:

WHEREAS, on June 19, 1963, the parties hereto entered into Right-of-Way and Road Use Agreement RWA No. M-690, recorded in Volume 547, Page 588 in the Deed Records of Jackson County, Oregon, and in Volume 346, Page 367 in the Deed Records of Klamath County, Oregon, and the United States executed O&C Logging Road Right-of-Way Permit (Blanket), RWA No. M-690. Said Agreement and Permit were amended by the following instruments:

<u>Amendment No.</u>	<u>Date Recorded</u>	<u>Document No.</u>	<u>County Records</u>
1	12/04/63	Vol. 350, Pg. 362	Klamath Deed
2	5/03/66	Doc. 66-05956	Jackson Official
3	7/12/67	Doc. 67-07278	Jackson Official
4	9/27/67	Doc. 67-09937	Jackson Official
5	4/29/70	Doc. 70-05318	Jackson Official
		Vol. M-70, Pg. 4750	Klamath Deed
6	9/15/70	Vol. M-70, Pg. 8428	Klamath Deed
7	2/20/73	Vol. M-73, Pg. 2551	Klamath Deed
8	2/12/74	Vol. M-74, Pg. 2828	Klamath Deed
9	5/06/75	Doc. 75-07085	Jackson Official
		Vol. M-75, Pg. 5728	Klamath Deed
		Doc. 81-06777	Jackson Official
10	4/07/81	Vol. M-81, Pg. 6738	Klamath Deed
		Doc. 84-17470	Jackson Official
11	10/16/84	Vol. M-84, Pg. 17935	Klamath Deed
		Vol. M-88, Pg. 21974	Klamath Deed
12	12/23/88		

WHEREAS, said Permit has been transferred and assigned to U. S. TIMBERLANDS KLAMATH FALLS, L. L. C. on February 10, 1997, and

WHEREAS, the parties hereto desire to amend said Right-of-Way and Road Use Agreement and Permit to the following:

NOW, THEREFORE, the parties do mutually agree as follows:

- 1) That the real property described on Schedules 1, 1A, 2a, and 2b attached hereto and made a part hereof, shall hereafter be subject to the terms and conditions of the above described Agreement and Permit, the same as if such property were included in Schedules 1, 2a, and 2b thereof.
- 2) That the real property shown on Exhibit C-1, Amendment No. 7, attached hereto and made a part hereof, shall hereafter be subject to the terms and conditions of the above described agreement and permit the same as if such property were included in Exhibit C-1 thereof.
- 3) That Paragraph 9 of Exhibit B of said Agreement M-690/L-690 is amended to read:

9. The parties hereto shall meet once a year not later than December 1 for purpose of discussing common operating problems and for the purpose of developing a road maintenance program for the ensuing year. Unless the parties otherwise agree at their annual meeting, the party who owns or controls any road across the land shown on Schedules 1, 1A, 2a, and 2b shall have first opportunity to perform maintenance on such road. If the party who owns or controls the road is not maintaining it and fails to maintain it promptly upon request by the other party, the other party may proceed to perform the maintenance. The party who performs the maintenance shall be entitled to recover pro rata maintenance expense from others who use the road for the removal of forest products provided, however, that during the calendar years 1962 and 1963 the United States shall maintain the A, B, and C segments of the Keno Access Road, as shown on the attached Exhibit C, and shall be paid a maintenance fee of **\$0.07 per M bd. ft. per mile**, when any such road segments are used for the removal of forest products for the Permittee's land. Maintenance expense shall include all expenditures reasonably necessary to place a road in a satisfactory condition for log hauling, to keep it in such condition, and to reasonably protect the road from winter weather. The party who performs the maintenance shall be entitled to receive from each road user a certified statement of the number of M bd. ft. of forest products moved over the road by such user. Such certified statement shall be submitted on or before the 15th of the month *following the end of the calendar quarter, unless otherwise agreed upon* and shall show the number of M bd. ft. hauled over the road during the previous *quarter, or other such time period*. Maintenance fees shall be computed on the basis of M bd. ft. (or an equivalent measurement factor) times mileage hauled. Unless otherwise agreed upon, payment of maintenance expense shall be made within ten (10) days following the billing therefor. Either party to this agreement shall be entitled to examine the records of the other party relating to expenses for maintaining the roads covered by this agreement and the records relating to collections of maintenance fees from road users. If the United States performs the maintenance of a road owned or controlled by it, the Permittee pays the United States therefore, the Permittee shall be relieved of the maintenance requirements of 43 CFR 115.174(b)(1), and 43 CFR 115.174(b)(2). Either party shall have the right to make emergency repairs, including maintenance or reconstruction, as are necessary to keep the road in operable condition when repairs made in instances by the party maintaining the road would delay use of the road. The cost of such emergency repairs may be credited to the amount due the party charges with the regular maintenance of the road. When a road or portion thereof is not in use, and it is mutually determined that maintenance thereof is necessary to prevent deterioration of the road or any portion thereof, either party may notify the other to that effect. If, upon mutual inspection, the need for and the extent of the maintenance is mutually agreed upon, the parties shall arrange to have the maintenance performed. Under such agreement, the parties shall arrive at an equitable percentage to be paid by each for such maintenance, which percentage shall recognize each party's projected need for the use of such road or any portion thereof. Nothing contained in this paragraph shall be constructed to obligate the United States to any payments beyond the available appropriations.

4) That Exhibit A, Paragraph 6 of said Permit be amended as follows:

6. Whenever the Permittee moves any timber over a road owned or controlled by the United States, the Permittee shall furnish a certified statement to the United States showing the land from which the timber was removed, the road that was used, and the number of M bd. ft. that was moved over such road. Such certified statement shall be furnished quarterly, unless otherwise agreed upon.

IN ALL OTHER RESPECTS, Right-of-Way and Road Use Agreement RWA No. M-690/L-690 and O&C Logging Road Right-of-Way Permit (Blanket) RWA No. M-690/L-690 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this amendment on the date shown below.

UNITED STATES OF AMERICA  
acting by and through its  
agency, Department of the  
Interior, Bureau of Land  
Management

Accepted:

Richard J. Quisenberry  
District Manager, Medford  
Area

Date: 1-29-98

P. J. Brown  
District Manager, Lakeview

Date: 3/2/98

U. S. TIMBERLANDS KLAMATH FALLS, L. L. C.  
a Delaware Limited Liability Company

BY:

TITLE:

ATTEST:

TITLE:

Walter J. Rogers  
General Manager

## COMPANY ACKNOWLEDGMENT

STATE OF OREGON

)

COUNTY OF KLAMATH

)

ss

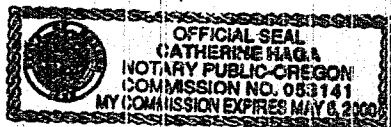
On the 27th day of January, 1998, personally came before me, a notary public in and for said County and State, the within named Martin Lugus and \_\_\_\_\_, to me personally known to be the General Manager and \_\_\_\_\_ of the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated they are authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

My commission expires:

May 6, 2000

(SEAL)



A handwritten signature in cursive script, appearing to read "Catherine Haga", is written over a horizontal line.

Notary public in and for the

State of Oregon

Residing at Midland

## DISTRICT MANAGER ACKNOWLEDGMENT

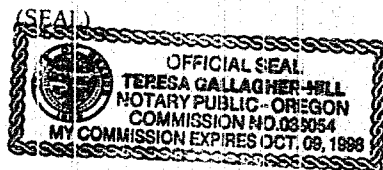
STATE OF OREGON )

COUNTY OF JACKSON ) ss

On the 29 day of January, 1998, personally came before me, a notary public in and for said County and State, Richard S. Anhol, who, being duly sworn, did say that he is the ~~District~~ Area Manager of the Medford District of the Bureau of Land Management (BLM), and that he that executed the foregoing instrument by authority of and in behalf of the United States of America; and he acknowledged said instrument to be the act and deed of the United States of America.

Given under my hand and official seal the day and year last above written.

My commission expires:

10-9-98

Teresa Gallagher-Hill

Notary public in and for the

State of Oregon

Residing at Medford

## DISTRICT MANAGER ACKNOWLEDGMENT

STATE OF OREGON )

COUNTY OF ~~LAKE~~ Klamath ) ss

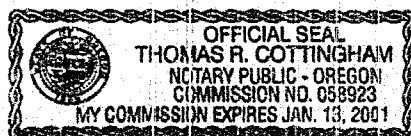
On the \_\_\_\_ day of \_\_\_\_\_, 1998, personally came before me, a notary public in and for said County and State, \_\_\_\_\_, who, being duly sworn, did say that he is the ~~District~~ Falls Area Manager of the Lakeview District of the Bureau of Land Management (BLM), and that he that executed the foregoing instrument by authority of and in behalf of the United States of America; and he acknowledged said instrument to be the act and deed of the United States of America.

Given under my hand and official seal the day and year last above written.

My commission expires:

Jan 13, 2001

(SEAL)



Thomas R. Cottingham

Notary public in and for the

State of Oregon

Residing at Klamath Falls

98-09990

8665

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

☒ Schedule 1A - United States Lands  
☐ Schedule 2 - Permittees Lands

## RIGHT-OF-WAY LAND DESCRIPTION

This schedule to be attached to Right-of-Way Number M-690/L-690 - Amendment #13.

Permittee Name:

U. S. TIMBERLANDS KLAMATH FALLS, L. L. C.

Meridian:

Willamette

County:

Klamath

TOWNSHIP	RANGE	SECTION	REM#	SUBDIVISION	VOL	PAGE	PERIOD OF TIME
T. 40 S.	R. 7 E.	2	995	E½	326	27	Perpetual
		10	995	NE¼, NE¼SW¼	326	27	Perpetual
		22	995	W½NE¼, SE¼NW¼, NE¼SW¼, NW¼SE¼	326	27	Perpetual
		26	995	NW¼NW¼	326	27	Perpetual

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

☒ Schedule 1 - United States Lands  
☐ Schedule 2 - Permittees Lands

## RIGHT-OF-WAY LAND DESCRIPTION

This schedule to be attached to Right-of-Way Number M-690/L-690 - Amendment #13.

Permittee Name:

U. S. TIMBERLANDS KLAMATH FALLS, L. L. C.

Meridian:

Willamette

County:

Klamath

TOWNSHIP	RANGE	SECTION	REM#	SUBDIVISION	VOL	PAGE	PERIOD OF TIME
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The rights-of-way acquired by the United States over the following described lands are recorded in the Klamath County records in the volumes and pages as follows:

T. 39 S.	R. 7 E.	32	933	Lot 3	M-77	17247	Perpetual
T. 40 S.	R. 7 E.	1	1000	Lot 4	319	335	Perpetual
		1	1001	SW¼SW¼	295	155	Perpetual
		1	1002	Lot 4	319	189	Perpetual
		10	997	SE¼	310	271	Perpetual
		11	997	NE¼NW¼	310	271	Perpetual
		11	999	Lot 2	295	327	Perpetual
		15	997	W½NE¼	310	271	Perpetual

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98-09990

8666

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Schedule 1 - United States Lands

☒ Schedule 2a - Permittees Lands

## RIGHT-OF-WAY LAND DESCRIPTION

This schedule to be attached to Right-of-Way Number M-690/L-690 - Amendment #13.

Permittee Name:

U. S. TIMBERLANDS KLAMATH FALLS, L. L. C.

Meridian:

Willamette

County:

Klamath

TOWNSHIP	RANGE	SECTION	SUBDIVISION	PERIOD OF TIME
T. 39 S.	R. 5 E.	18	Lots 1, 2, 3, and 4, E $\frac{1}{2}$ W $\frac{1}{2}$ , SE $\frac{1}{4}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$	Perpetual
		19		Perpetual
		20		Perpetual
T. 40 S.	R. 7 E.	28	All NE $\frac{1}{4}$ SW $\frac{1}{4}$	Perpetual
		33		Perpetual
T. 41 S.	R. 5 E.	3	NW $\frac{1}{4}$ SE $\frac{1}{4}$	Perpetual
T. 41 S.	R. 7 E.	10	NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$	Perpetual

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Schedule 1 - United States Lands

☒ Schedule 2a - Permittees Lands

## RIGHT-OF-WAY LAND DESCRIPTION

This schedule to be attached to Right-of-Way Number M-690/L-690 - Amendment #13.

Permittee Name:

U. S. TIMBERLANDS KLAMATH FALLS, L. L. C.

Meridian:

Willamette

County:

Jackson

TOWNSHIP	RANGE	SECTION	SUBDIVISION	PERIOD OF TIME
T. 39 S.	R. 4 E.	13	NE $\frac{1}{4}$ NE $\frac{1}{4}$	Perpetual

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98-09990

8667

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

- Schedule 1 - United States Lands  
X Schedule 2b - Permittees Lands

## RIGHT-OF-WAY LAND DESCRIPTION

This schedule to be attached to Right-of-Way Number M-690/L-690 - Amendment #13.

Permittee Name:

U. S. TIMBERLANDS KLAMATH FALLS, L. L. C.

Meridian:

Willamette

County:

Klamath

TOWNSHIP	RANGE	SECTION	SUBDIVISION	PERIOD OF TIME
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Road No. 39-5E-31.0, shown on Exhibit C-1 but omitted on Schedule 2b, which begins at State Highway 66 in Lot 3, Section 31, Township 39 South, Range 5 East, and traverses through Lot 3, Section 31, Township 39 South, Range 5 East, and over and through the following described land:

T. 39 S.	R. 5 E.	31	Lot 3	Perpetual
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Slip Easy Road No. 39-7E-32.0, located in the E $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 33, Township 40 South, Range 7 East, and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 4, Township 41 South, Range 7 East.

Road No. 40-5E-27.0 which begins at Road No. 40-5E-16.0 in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 27, Township 40 South, Range 5 East and traverses through the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 32, Township 40 South, Range 5 East and over and through the following described lands:

T. 40 S.	R. 5 E.	28	SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$	Perpetual
		32	N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$	Perpetual
		33	NW $\frac{1}{4}$ NW $\frac{1}{4}$	Perpetual

Road No. 40-5E-34.0 which begins at Road No. 40-5E-35.0 in SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 34, Township 40 South, Range 5 East and traverses through NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 3, Township 41 South, Range 5 East and over and through the following described lands:

T. 40 S.	R. 5 E.	34	SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$	Perpetual
T. 41 S.	R. 5 E.	3	Lot 3	Perpetual

Road No. 40-7E-33.1 located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 33, Township 40 South, Range 7 East.

8



98-09990

8668

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENTSchedule 1 - United States Lands  
☒ Schedule 2b - Permittees Lands

## RIGHT-OF-WAY LAND DESCRIPTION

This schedule to be attached to Right-of-Way Number M-690/L-690 - Amendment #13.

Permittee Name:

U. S. TIMBERLANDS KLAMATH FALLS, L. L. C.

Meridian:

Willamette

County:

Klamath

TOWNSHIP	RANGE	SECTION	SUBDIVISION	PERIOD OF TIME
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Road No. 41-6E-12.0 which begins at Picard Road No. 41-6E-13.0 in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 12, Township 41 South, Range 6 East and traverses through the SE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 12, Township 41 South, Range 6 East, and over and through the following described lands:

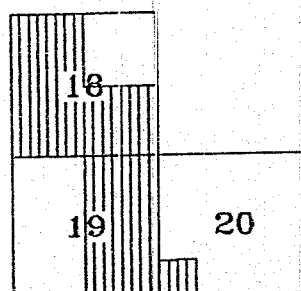
T. 41 S.	R. 6 E.	12	S $\frac{1}{2}$ S $\frac{1}{2}$	Perpetual
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Road No. 41-6E-12.2, which begins at Picard Road No. 41-6E-13.0, in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 12, Township 41 South, Range 6 East and traverses through the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 12, Township 41 South, Range 6 East and over and through the following described lands:

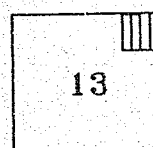
T. 41 S.	R. 6 E.	12	W $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$	Perpetual
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AMENDMENT 7 TO EXHIBIT C-1  
 ATTACHED TO AMENDMENT No.13  
 M-690, U.S. TIMBERLANDS  
 Page 1 of 3

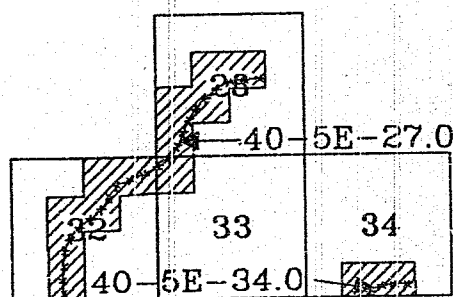
T39S,R5E



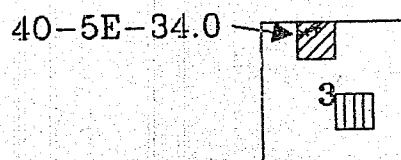
T39S,R4E



T40S,R5E



T41S,R5E



Other Roads Owned  
 Or Controlled By  
 Permittee.

Other Roads Owned  
 Or Controlled By  
 U.S.

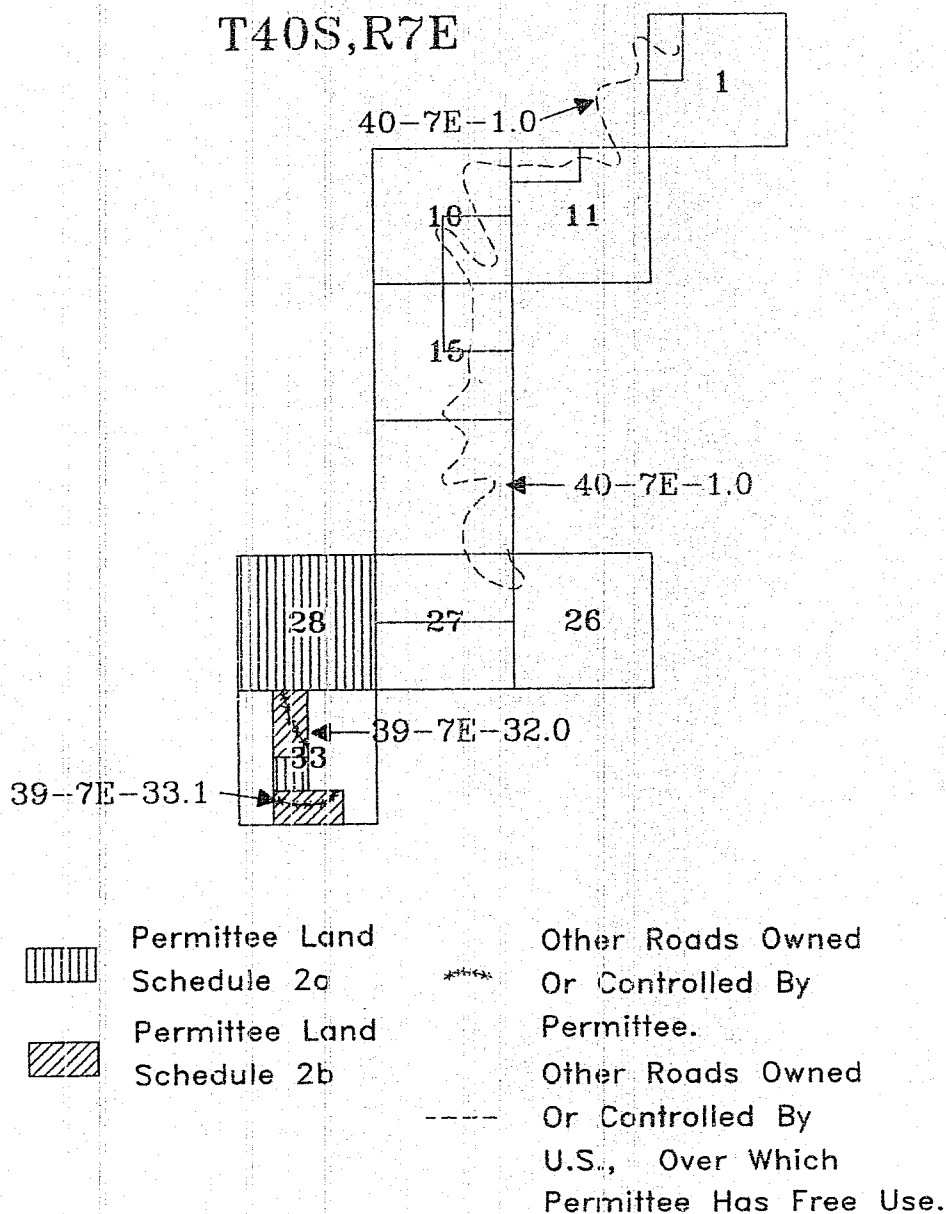


Permittee Land  
 Schedule 2a



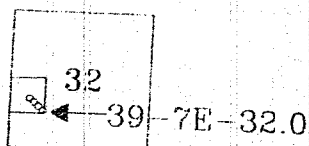
Permittee Land  
 Schedule 2b

T40S,R7E



AMENDMENT 7 TO EXHIBIT C-1  
ATTACHED TO AMENDMENT No. 13  
M-690, U.S. TIMBERLANDS  
Page 3 of 3

T39S,R7E



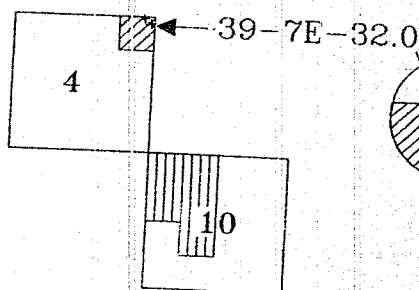
Jackson County, Oregon  
Recorded  
OFFICIAL RECORDS

MAR 17 1998

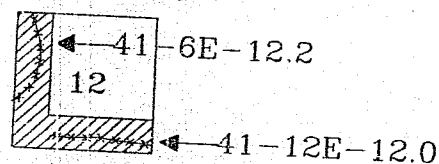
1:04 PM

*[Signature]*  
COUNTY CLERK

T41S,R7E



T41S,R7E



Permittee Land  
Schedule 2a



Permittee Land  
Schedule 2b



Other Roads Owned  
Or Controlled By  
Permittee.



Other Roads Owned  
Or Controlled By  
U.S.

12  
STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of U.S. Bureau of Land Management the 18th day  
of March A.D., 19 98 at 11:48 o'clock A. M., and duly recorded in Vol. M98  
of Deeds on Page 8660

FEE \$65.00

Return: U.S. Dept. of Interior  
3040 Biddle Rd.  
Medford, Or. 97504  
Attn: Mike McKey

By Bernetha G. Letsch, County Clerk