

Return:

B.L.M.

Attn: Tom Cottingham  
2795 Anderson Ave #25  
Klamath Falls, OR 97603

177 OCT 12 PM 3:10

Vol M99 Page 40193

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE  
BUREAU OF LAND MANAGEMENT

TEMPORARY  
NON - EXCLUSIVE ROAD EASEMENT

C99-101

Tract No. OR 53721

For the true and actual consideration of \$2,500.00

M & B Cattle Company, a California Partnership

hereinafter called Grantor, whether one or more, does hereby grant unto the UNITED STATES OF AMERICA, and its assigns, a temporary non-exclusive easement to use, maintain, improve and repair a road over and across the following-described real property situated in the County of Klamath, State of Oregon, to wit:

That portion of the SW¼ of Section 33, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, included within the land described in the Deed from Henry F. Chapman et al., to California Northeastern Railway Company, dated August 31, 1908, recorded January 11, 1909 in Deed Book 25, page 398, as conveyed to Tulana Farms in Deed Volume M66 at page 5794, all Deed Records of Klamath County, Oregon.

AND

That portion of the N½ of Section 4, Township 41 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, included within the land described in the Deed dated May 10, 1907, from F. H. Downing et al., to California Northeastern Railway Company, recorded June 7, 1907 in Deed Book 22, page 549, and in Deed dated December 19, 1907 from D. E. Gordon, et ux., to California Northeastern Railway Company, recorded January 30, 1908 in Deed Book 23 page 497, as conveyed to Tulana Farms in Deed Volume M66 at page 5794, all Deed Records of Klamath County, Oregon.

Said property is more particularly shown and described on Exhibit A, attached hereto and made part hereof. The Bearings and Distances were determined through the use of Pseudorange Global Positioning System techniques.

The parcel of land to which the above description applies contains 12.28 acres, more or less.

The easement herein granted is for the full use of the above described property as a road by the UNITED STATES OF AMERICA, its licensees and permittees to lands owned, administered, or controlled by the UNITED STATES OF AMERICA for all lawful and proper purposes.

Grantee shall cause the first purchaser of UNITED STATES timber requiring use of rights granted herein to pay Grantor \$2,500.00. This payment will constitute full consideration for the easement. If Grantor is said first purchaser of United States timber requiring use of the rights granted herein, the allowance in the timber sale appraisal shall be deemed to be full payment for this easement.

When the authorized officer of the Bureau of Land Management or the U.S. Fish and Wildlife Service - Klamath Basin Refuges determines that the road above described might be used for the sale of resources from public lands, the contract for such resources will provide that if the purchaser shall use the road, he shall do so subject to the following provisions:

1. Grantee shall cause the road, which is located on the above-described land, to be maintained in good repair during periods of use by Grantee or its licensees and to be left in as good a condition as prior to such use.

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2. During periods of use of the above described road for transportation of commercial products by the Grantee or its licensees, Grantee shall cause dust to be controlled to avoid undue damage to people living within 200 feet of the road.
3. During periods of use of the above described road for transportation of commercial products by the Grantee or its licensees, Grantee shall cause the speed of any vehicle to be limited to a maximum of 15 miles per hour.
4. During periods of use of the above described road for transportation of commercial products by the Grantee or its licensees, use of the above road by logging trucks will be restricted to the period between July 15 through November 15 annually. During the period of use of the above road by logging trucks, the maximum number of logging trucks that may use the road daily is 20 (twenty) logging trucks.
5. During periods of use of the above described road for transportation of commercial products by the Grantee or its licensees, Grantee shall require its licensees to maintain comprehensive liability insurance covering all operations, including vehicles of the licensee, in the following amounts: (a) Bodily injury - \$250,000, for injuries to any one person; \$500,000, for any one occurrence; and (b) Property damage - \$500,000, for any one occurrence.

The grant of easement herein made is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land.

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA and its assigns for a term commencing on the date shown below and continuing until November 15, 1999.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring title to the property should check with the appropriate City or County planning department to verify approved uses.

Dated this      day of      , 1999

M & B Cattle Company, a California Partnership

By: Mark R. Elworthy  
Mark R. Elworthy, Partner

By: Bert R. Elworthy  
Bert R. Elworthy, Partner

Shelia Rachael Elworthy      5-1-99  
Shelia Rachael Elworthy

PARTNERSHIP ACKNOWLEDGEMENT

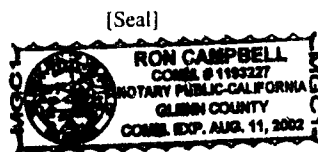
STATE OF CALIFORNIA

COUNTY OF

) ss:

40495

On the 28 day of June, 1999, personally came before me, the within-named Mark R. Elworthy, partner, (to me personally known) to be the identical person (or whose identify was proven to me on the basis of satisfactory evidence) who executed the within and foregoing instrument on behalf of M & B Cattle Company, a California partnership, and acknowledged to me that they are authorized to execute said instrument, and they executed the foregoing instrument as the free and voluntary act and deed for the partnership firm.



Ron Campbell  
Notary Public in and for the  
State of California  
My commission expires: \_\_\_\_\_

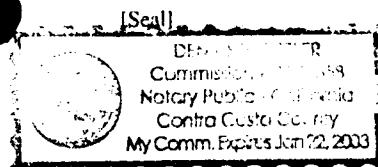
## PARTNERSHIP ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

On the 28<sup>th</sup> day of June, 1999, personally came before me, the within-named Bert R. Elworthy, partner, (~~to me personally known~~) to be the identical person (or whose identify was proven to me on the basis of satisfactory evidence) who executed the within and foregoing instrument on behalf of M & B Cattle Company, a California partnership, and acknowledged to me that they are authorized to execute said instrument, and they executed the foregoing instrument as the free and voluntary act and deed for the partnership firm.



Dennis E. Tessier  
Notary Public in and for the  
State of California  
My commission expires: January 22, 2003

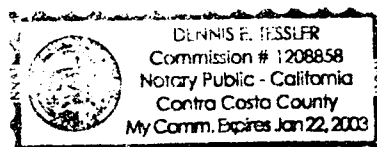
## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF California )

) ss:

COUNTY OF Contra Costa )

On the 21<sup>st</sup> day of May, 1999, before me personally appeared Sheila Rachael Elworthy, personally known (or whose identify was proven to me on the basis of satisfactory evidence) to be the person) whose name is subscribed to this instrument, and acknowledged that she executed the same.



Dennis E. Tessier  
Notary Public in and for the  
State of California  
My commission expires: January 22, 2003

10496

- |  |  |   |
|--|--|---|
| 19) S73 36'27"W<br>228.10 FEET<br>20) S65 37'04"W<br>197.30 FEET<br>21) S58 42'39"W<br>196.07 FEET<br>22) S49 33'17"W<br>167.79 FEET<br>23) S42 46'41"W<br>163.47 FEET | 14) N70 44'50"W<br>196.37 FEET<br>15) N77 03'09"W<br>197.47 FEET<br>16) N84 41'00"W<br>184.95 FEET<br>17) S87 52'53"W<br>188.74 FEET<br>18) S80 05'26"W<br>144.48 FEET | 10) N78 12'00"W<br>184.26 FEET<br>11) N71 31'19"W<br>961.94 FEET<br>12) N67 42'57"W<br>393.50 FEET<br>13) N65 51'44"W<br>1816.73 FEET |
|--|--|---|

- |   |
|---|
| 1) S40 45'53"W<br>120.76 FEET<br>2) S47 47'59"W<br>150.31 FEET<br>3) S52 28'33"W<br>79.23 FEET<br>4) S59 21'10"W<br>83.10 FEET<br>5) S61 59'42"W<br>100.44 FEET<br>6) S64 51'18"W<br>225.21 FEET<br>7) S74 06'01"W<br>178.98 FEET<br>8) S81 58'08"W<br>180.55 FEET<br>9) N89 41'53"W<br>315.37 FEET |
|---|

COUNTY ROAD

State of Oregon, County of Klamath  
Recorded 10/12/99, at 3:18 p.m.  
In Vol. M99 Page 40493  
Linda Smith,  
County Clerk Fee \$45.00

POE IS S89 30'44"W  
FOR 796.78 FEET FROM  
THE SECTION CORNER  
COMMON TO SECTIONS  
32 AND 33 OF T.40S.,  
R.8E AND SECTIONS  
5 AND 4 OF T.41S.,  
R.8E WILL MER.

POB & POE IS N1 05'11"E  
FOR 469.61 FEET FROM  
THE SECTION CORNER  
COMMON TO SECTIONS  
32 AND 33 OF T.40S.,  
R.8E AND SECTIONS  
5 AND 4 OF T.41S.,  
R.8E WILL MER.

NE1/4 NW1/4  
SECTION 4  
T.41S., R.8E

NW1/4 NE1/4  
SECTION 4  
T.41S., R.8E

NE1/4 NE1/4  
SECTION 4  
T.41S., R.8E

POB IS DUE SOUTH  
FOR 417.61 FEET FROM  
THE SECTION CORNER  
COMMON TO SECTIONS  
33 AND 34 OF T.40S.,  
R.8E AND SECTIONS  
3 AND 4 OF T.41S.,  
R.8E WILL MER.

September 2, 1997  
Correct as to Engineering Data

*D. Davis*  
Surveyor

1 inch = 700 feet

North

EXHIBIT A  
OR 53721  
Klamath County  
OREGON