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Vol M04 Page 13400

FORM 2800-14
(August 1985)

Issuing Office
Klamath Falls Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
PERPETUAL RIGHT-OF-WAY GRANT

State of Oregon, County of Klamath
Recorded 03/09/2004 9:04 A m
Vol M04 Pg 13400-09
Linda Smith, County Clerk
Fee \$ 106.00 # of Pgs 10

SERIAL NUMBER OR59243FD

1. In consideration of a perpetual nonexclusive easement (OR 59243 PT) granted to the United States, a right-of-way is hereby granted by the United States of America, Bureau of Land Management, hereinafter referred to as "BLM", pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).
2. Nature of Interest:
 - a. By this instrument Nancy Charley Family LLC, an Oregon limited liability Company, Under Trust Agreement dated December 26, 2001, hereinafter referred to as "Holder", receives a right to use and maintain portions of the road, administered by the BLM and located over the following-described lands:

T. 38 S., R. 5 E Section 13 NENE., Willamette Meridian, Klamath County, Oregon, and more particularly shown on the attached Exhibit A, attached hereto and made a part hereof.
 - b. The right-of-way granted herein on the road shown in Exhibit A, is approximately 2,598.76 feet long and 40 feet wide, containing 2.38 acres, more or less.
 - c. This instrument is perpetual unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
 - d. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns.
3. Rental:

BLM hereby agrees to waive all rental fees for ingress and egress by Holder over public lands authorized for use under this permit pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 and the regulations in 43 CFR 2801.1-2.

AFTER RECORDING RETURN TO:

Richard A. Stark

1

Stark & Hammack, P.C.

201 West Main Street, Suite 1B

Medford, Oregon 97501

106 ✓

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4. Terms and Conditions:

- A. This grant is issued subject to the Holder's compliance with all applicable regulations contained in Title 43 CFR part 2800 through 2880. Failure of the Holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof.**
- B. The stipulations, plans, maps or designs set forth in Exhibits A and B, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.**
- C. The Holder shall keep the right-of-way clear of all debris, refuse, and waste material and repair any damage to public lands or roads resulting directly from Holder's use or operations under this permit.**
- D. The right-of-way as shown on Exhibit A shall be accessible at all times to full use and enjoyment by the United States and its licensees and permittees for any and all purposes deemed necessary or desirable in connection with the control, management, and administration of public lands or the resources thereof, and insofar as compatible therewith, use by the general public. However, such use shall not unreasonably interfere with use by the Holder of the interest granted herein.**
- E.. The Holder must notify the Authorized Officer immediately upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony within or adjacent to the right-of-way and stop activities in the vicinity of the discovery until notified to proceed by the Authorized Officer.**
- F. No pesticides (i.e. insecticides, herbicides, fungicides, rodenticides, and other similar substances) shall be applied on the right-of-way by the Holder without first obtaining approval from the Authorized Officer.**
- G. Any use of the right-of-way granted herein by the Holder for the transportation of forest products shall be made pursuant to the regulations in 43 CFR 2812. BLM hereby agrees to waive road use fees for the hauling of timber and other forest products by the Holder. Maintenance fees will be charged and determined at that time of use, and based on the merchantable volume of any proposed timber sale.**
- H. Holder is aware that the right-of-way granted herein is lawfully used by others for the transportation of forest products. The Authorized Officer may require that the Holder enter into a road maintenance agreement with other users of the right-of-way when the road is used for the transportation of forest products. The terms of the agreement will ensure that road maintenance will be adequately performed and that all parties contribute to a share of the maintenance proportionate to road use. All parties to the agreement will be jointly and individually responsible for ensuring adequate maintenance and repair of any road damage caused by any party to the agreement. Those receiving future right-of-way grants or other written authorizations from the United States to use any part of this right-of-way may be permitted to enter into said agreement. Upon request, the Authorized Officer shall be provided with copies of any**

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maintenance agreement entered into.

- I. The rights granted herein are assignable to any successor in interest to the Holder's land served by this permit in accordance with the regulations in 43 CFR 2803.6- 3 (1998 edition).

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

Hugh Charley
Hugh Charley date

[Signature] 1/14/04
(Signature of BLM Authorized Officer) date

Cindy Sipe 12/20/03
Cindy Sipe date

Field Manager
Title

Karen Renfro 12-9-03
Karen Renfro date

Clay Charley 12-5-03
Clay Charley date

Kathy Berryhill 12-19-03
Kathy Berryhill date

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON

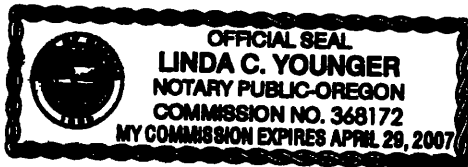
)

) ss:

COUNTY OF KLAMATH

)

On the 14th day of January, 2004, before me personally appeared **Jon Raby**, 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.



Notary Public in and for the
State of Oregon

My commission expires: April 29, 2007

A handwritten signature in cursive script, appearing to read "Linda C. Younger", is written over the printed name and commission expiration date.

INDIVIDUAL ACKNOWLEDGEMENT

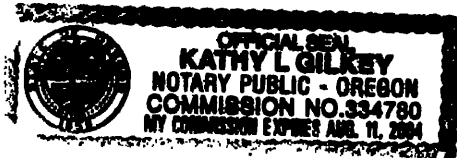
13405

STATE OF OREGON)

) ss:

COUNTY OF KLAMATH)

On the 10 day of December, 2003, before me personally appeared **Hugh Charley**, 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.



Notary Public in and for the
State of Oregon
My commission expires: 8-11-04

Kathy L. Gilkey

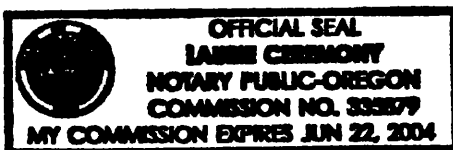
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON)

) ss:

COUNTY OF ~~KLAMATH~~ Jackson)

On the 20 day of December, 2003, before me personally appeared **Cindy Sipe**, 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 he executed the same.



Notary Public in and for the
State of Oregon
My commission expires: 6-22-04

Laurie Ceremony

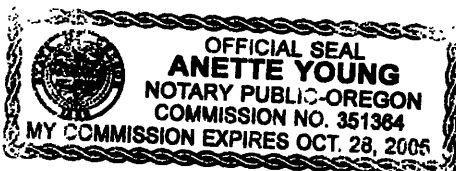
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON)

) ss:

COUNTY OF ~~KLAMATH~~ JACKSON)

On the 9th day of December, 2003, before me personally appeared **Karen F. Renfro**, 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 he executed the same.



Notary Public in and for the
State of Oregon
My commission expires: 10/28/2005

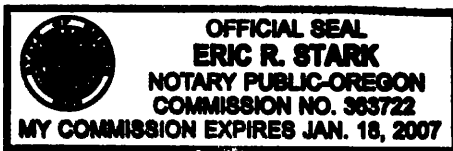
Anette Young

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON)
COUNTY OF ~~KLAMATH~~ ALKSON) ss:

On the 5 day of December, 2003, before me personally appeared **Clay Charley**, 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 he executed the same.



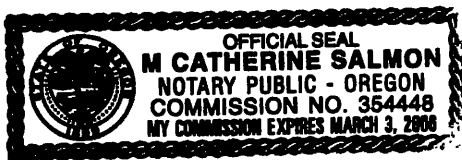
Notary Public in and for the
State of Oregon
My commission expires:

[Signature]
1/13/07

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON)
COUNTY OF ~~KLAMATH~~ JACKSON) ss:

On the 19th day of December, 2003, before me personally appeared **Kathy Berryhill**, 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 he executed the same.



Notary Public in and for the
State of Oregon
My commission expires:

M. Catherine Salmon
March 3, 2006

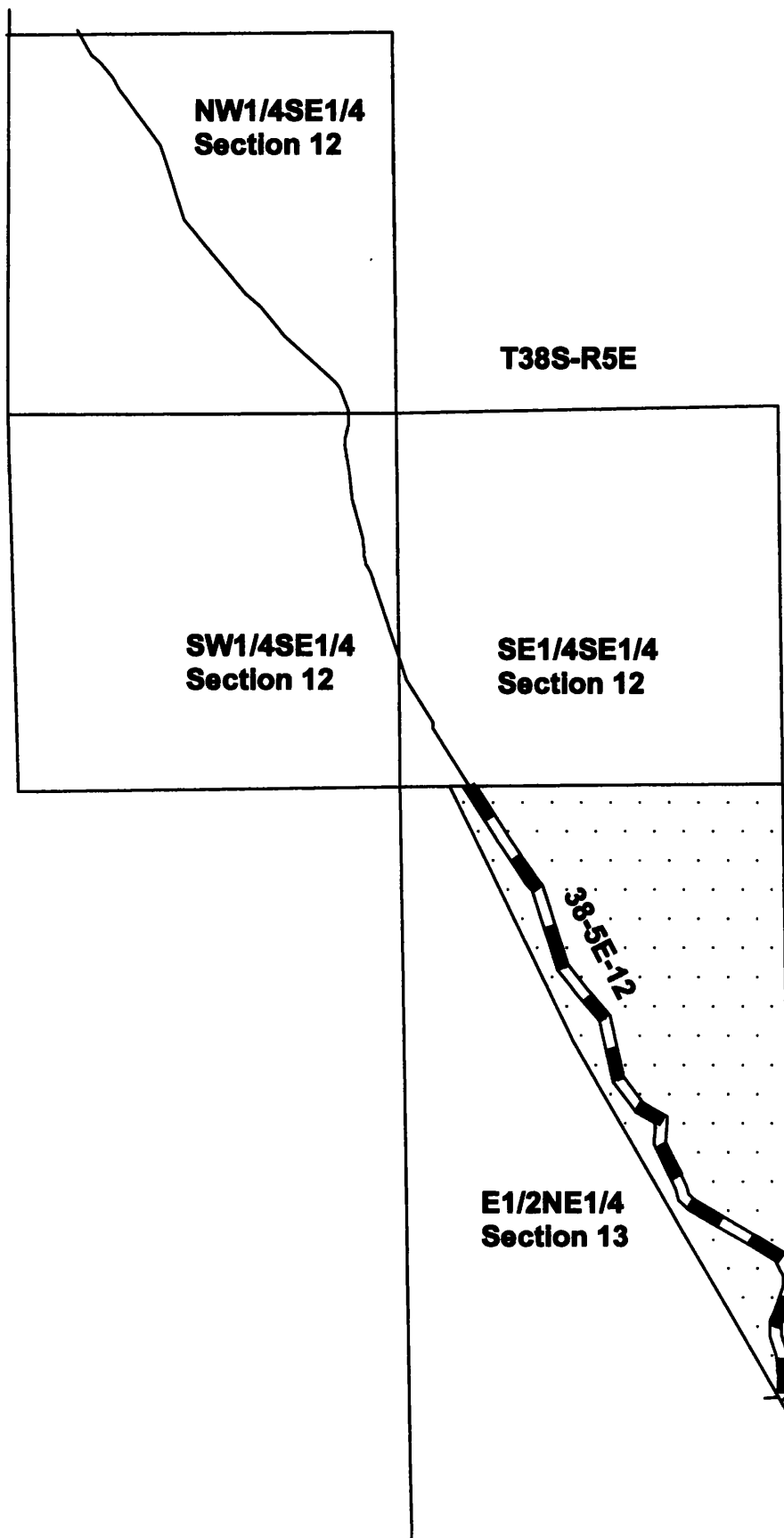
OR 59243 PT - Exhibit B
Road Maintenance Standards and Specifications for Rd. No. 38-5E-12

- (A) Maintenance shall be conducted in a timely manner to keep erosion to the minimum practicable level.
- (B) The Holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- (C) Except in emergency situations, the Holder shall obtain advance approval from the Authorized Officer prior to commencing any maintenance work on BLM roads. If emergency repairs are necessary, Holder shall notify the Authorized Officer of such repairs on the next working day following commencement of said emergency repair operation.
- (D) The Holder shall apply aggregate surfacing to roads as necessary during wet weather use by the Holder.
- (E) Perform blading and shaping of the road to conserve existing surface material and to retain the original crowned or outsloped self-draining cross section. Remove road surface ruts and other irregularities (except those designed to direct water off of the road) that retard normal surface runoff.
- (F) Avoid wasting loose ditch or surface material over the shoulder where it can cause stream sedimentation or weaken slump prone areas. Avoid undercutting backslopes. Grading operations are to be conducted to prevent sedimentation and to dispose of surface water without ponding or concentrating water flow in unprotected channels. Schedule grading operations during time periods of the least erosion hazard (generally during the dry season, May 15 to October 15).
- (G) Keep road inlet and outlet ditches, catchbasins, and culverts free of obstructions, particularly before and after winter snowfall and spring runoff. Hold routine machine cleaning of ditches to a minimum during wet weather.
- (H) Retain vegetation on cut slopes and ditches unless it poses a safety hazard or restricts maintenance activities. Cut roadside vegetation rather than pulling it out and disturbing the soil. Inspect areas subject to road or watershed damage during periods of high runoff.
- (I) If snow removal from the road is undertaken, equipment used for snow removal operations shall be equipped with shoes to keep the blade 2 inches off the road surface. Holder shall take special precautions where the surface of the ground is uneven and at drainage crossings to ensure that equipment blades do not destroy vegetation or damage the road surface or drainage structures. Remove or place snow berms to prevent water concentration on the roadway or on erodible sideslopes or soils.
- (J) All equipment owned by or under contract to Holder operating upon BLM-administered roads shall be maintained in a good and safe operating condition and shall be operated cautiously so as to minimize traffic

accidents. All truck drivers shall have a valid Oregon Truck Operators license. Holder shall abide by all traffic control devices and regulations posted along the roads.


(K) Replacement of culverts which pose a substantial risk to riparian conditions must be designed for a theoretical 100-year flood and one that meets fish passage requirements.

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**38-5E-12
Exhibit A
OR59243FD**

 **Right-of-way**

 **Roads**

 **BLM**

