RECORDING COVER SHEET FOR CONVEYANCES, per ORS 205.234

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any errors in this cover sheet do not affect the transaction(s) contained in the instrument itself.

AFTER RECORDING RETURN TO

Name and address of the person authorized to receive the instrument after recording, as required by ORS 205.180(4) and ORS 205.238.

USDA Forest Service Western & Central Oregon Lands Zone 63095 Deschutes Market Road Bend, OR 97701 Attn: Jeff Sims This Space For County Recording Use Only as of 01-01-2002

2015-012615

11/19/2015 10:33:53 AM

Fee: \$92.00

Klamath County, Oregon

1. NAME(S) OF THE TRANSACTION(S), described in the attached instrument and required by ORS 205.234(a). Note: Transaction as defined by ORS 205.010 "means any action required or permitted by state law or rule or federal law or regulation to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property."

Easement –Rerecorded at the request of United States of America, USDA Forest Service, Fremont-Winema National Forest to correct the legal description on page 1 of the easement as previously recorded in Klamath County Records 2014-008052 on 8/1/2014.

 DIRECT PARTY name(s) of the person(s) described in ORS 205.125(1)(b) or GRANTOR, as described in ORS 205.160.

United States of America USDA Forest Service Fremont-Winema National Forest 1301 South G Street Lakeview, OR 97630

3. INDIRECT PARTY, name(s) of the person(s) described in ORS 205.125(1)(a) or GRANTEE, as described in ORS 205.160.

JWTR Oregon LLC 6400 Highway 66 Klamath Falls, OR 97601

4. TRUE AND ACTUAL CONSIDERATION PAID for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

One Dollar (\$1.00) and the grant of reciprocal easements received by Grantor.

5. UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS for instruments conveying or contracting to convey fee title to any real estate, reference ORS 93.260.

Not applicable.



Recorded by AmeriTitle as an accommodation only. No liability is accepted for the condition of title or for the validity, sufficiency, or effect of this document.



WHEN RECORDED MAIL TO:

USDA Forest Service Western & Central Oregon Lands Zone 63095 Deschutes Market Rd. Bend, OR 97701 Attn: Jeff Sims

. WARRE O. LAND T. LAN

USDA FOREST SERVICE

JWTR Oregon, LLC. - Existing Road Forest Service Roads 6215, and 6210.

2014-008052 Klamath County, Oregon

08/01/2014 03:27:18 PM

Fee: \$82.00

U. S. DEPARTMENT OF AGRICULTURE
Forest Service
FOREST ROAD EASEMENT
Act of October 21, 1976 (P. L. 94-579);
36 CFR 251.50, et seq

THIS EASEMENT, dated this <u>29</u> day of <u>July</u>, <u>2014</u>, from the **United States of America**, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to **JWTR Oregon**, **LLC an Oregon Limited Liability Company** of the State of Oregon hereinafter called Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1761), for a road over certain lands or assignable easements owned by the United States in the County of Klamath State of Oregon, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of one dollar (\$1.00) and the grant of reciprocal easements received by Grantor, does hereby grant to Grantee, subject to existing easements and valid rights, a nonexclusive easement for use of a road, whether existing or as constructed or reconstructed, over and across the following described lands in the County of Klamath, State of Oregon:

Forest Service Road 6210

Willamette Meridian

T. 34 S., R. 7 W., E Secs. 5, 6, 7, 8, 17 and 18.

Forest Service Road 6215

USA to JWTR Oregon, LLC

Page 1 of 5



WHEN RECORDED MAIL TO:

USDA Forest Service Western & Central Oregon Lands Zone 63095 Deschutes Market Rd. Bend, OR 97701 Attn: Jeff Sims PECORDED ELECTROMONIA

Simplifite www.simplifile.com 800.460.5657

USDA FOREST SERVICE

JWTR Oregon, LLC. - Existing Road Forest Service Roads 6215, and 6210.

U. S. DEPARTMENT OF AGRICULTURE Forest Service FOREST ROAD EASEMENT Act of October 21, 1976 (P. L. 94-579); 36 CFR 251.50, et seq

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Forest Service Road 6210

Willamette Meridian

T. 34 S., R. 7 W., E Secs. 5, 6, 7, 8, 17 and 18.

Forest Service Road 6215

USA to JWTR Oregon, LLC

Willamette Meridian

T. 34 S., R. 7 1/2 E., Sec. 1. T. 34 S., R. 7 E., Secs. 5 and 6.

The location of the road is shown approximately on **Exhibit A** attached hereto.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest.

- A. Grantee shall comply with applicable Federal or State law and shall comply with State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance of or for rights-of-ways for similar purposes, if those standards are more stringent than applicable Federal standards.
- B. Except as hereinafter limited, Grantee shall have the right to use the road for the purposes set forth in clause D, subject to such traffic control regulations and rules as Grantor reasonably may impose upon or require of other users of the road without unreasonably reducing the rights herein granted.
- C. Upon the change of ownership of the Grantee's land served by this road, the rights granted under this easement can be transferred or assigned to the new owner upon written notification to Regional Forester.
- D. This easement shall continue for as long as needed for the purpose of management and harvesting of the natural resources on the Grantee's land served by this road; Provided, That the Grantee shall make no use of the road for hauling forest products or other commercial use of the road until it pays or makes arrangements acceptable to the Grantor to pay its share of the road construction or reconstruction costs; and Provided further, that the Grantor shall review terms and conditions of this easement at the end of each 30-year period from the date of issuance, and may incorporate in the easement such new terms, conditions, and stipulations as existing or prospective conditions may warrant. These shall have the same force and effect as if included in the original grant.
- E. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Grantor prior to beginning such construction or reconstruction.

- F. The rights herein conveyed do not include the right to use the road for access to developments for short- or long-term residential purposes, unless and until the Grantor and the Grantee agree upon traffic control regulations, rules, and other provisions to accommodate such use of the road.
- G. Grantee shall pay the Grantor for its share of maintenance cost or perform maintenance, as determined by the Grantor. The maintenance obligation of the Grantee shall be proportionate to total use and commensurate with its use. Any maintenance performed by the Grantee shall be authorized by and shall conform with an approved maintenance plan. In the event the road requires maintenance, restoration, or reconstruction work to accommodate the Grantee's needs, the Grantor shall authorize the work required in the same manner as provided herein for maintenance or in clause E for reconstruction. The Grantee shall perform such work at its own expense.
- J. This easement shall terminate in the event an easement is granted subsequently by the United States to a public road agency for operation of this road as a public highway.
- K. Grantee shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with existing Federal and State laws.
- L. Grantee shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Grantee's use or occupancy under this easement.

This easement is granted subject to the following reservations by Grantor:

- 1. The right to cross and recross the road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with Grantee's use of the road.
- 2. The right to relocate the road on which this use is authorized to the extent necessary to accommodate the management needs of the National Forests.
- 3. 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.
- 4. The right alone to extend rights and privileges for use of the road and right-of-way to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public; Provided, That the Grantor shall control such use so as not to interfere

unreasonably with use of the road by Grantee or to cause Grantee to bear a share of the cost of maintenance greater than is commensurate with the Grantee's use of the road.

The grant of a right to use the road described in this easement does not create an obligation on the Forest Service of the United States to maintain the road in a usable condition.

The Regional Forester may take action to suspend, revoke, or terminate this easement under the Rules of Practice Governing Formal Adjudicatory Administrative Proceedings Instituted by the Secretary Under Various Statutes in 7 CFR 1.130-1.151. An administrative proceeding is not required when the easement terminates on the occurrence of a fixed or agreed-upon condition, event, or time.

IN WITNESS WHEREOF, Grantor, by its Director of Recreation, Lands, and Mineral Resources, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Under Secretary for Natural Resources and Environment, the delegation of authority by the Under Secretary for Natural Resources and Environment to the Chief, Forest Service, 7 CFR 2.60, the delegation of authority by the Chief, Forest Service, 47 F.R. 36465, published August 20, 1982, and the delegation of authority by the Regional Forester, Pacific Northwest Region, 52 F.R. 45980, published December 3, 1987, on the day and year first above written.

UNITED STATES OF AMERICA ~

CONSTANCE CUMMINS

Forest Supervisor

Fremont-Winema National Forest Service

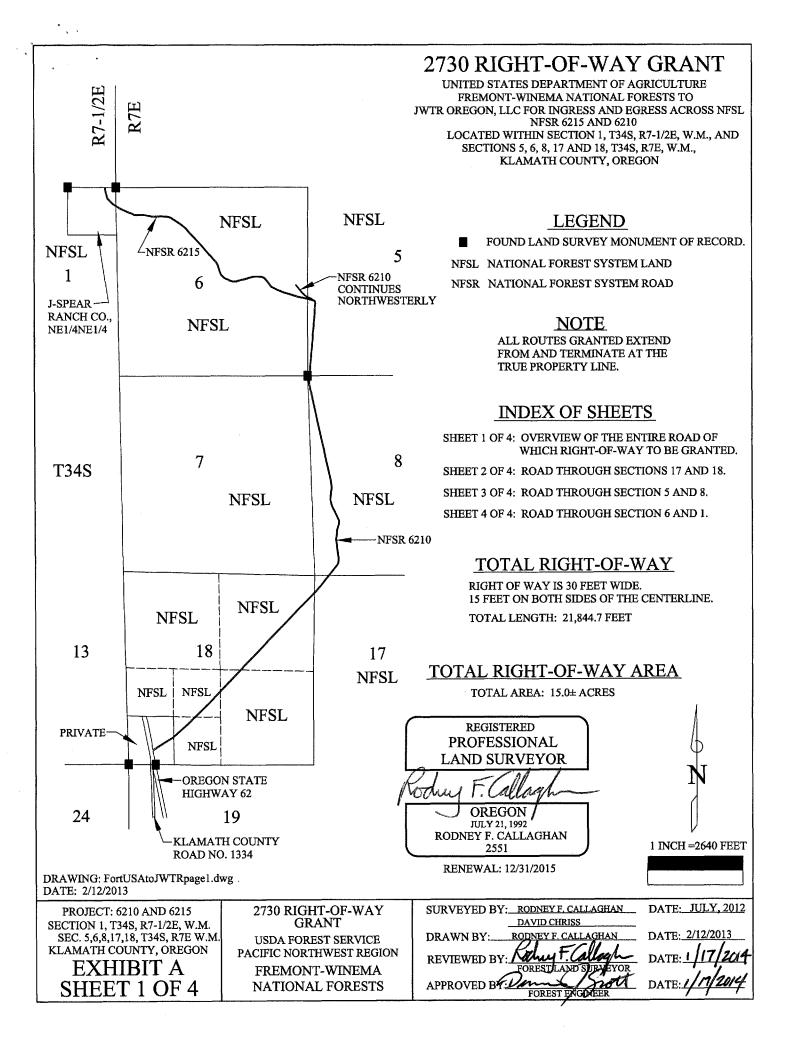
Pacific Northwest Region

USDA Forest Service

ACKNOWLEDGMENT

STATE OF OREGON)
ട്ടാം)ss. County of Klamath)
On this <u>39</u> day of <u>1000</u> , <u>2014</u> , before me, the undersigned, personally appeared <u>CONSTANCE CUMMINS</u> , Forest Supervisor, Fremont-Winema National Forest, Pacific Northwest Region, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he/she executed said instrument on behalf of the United States of America by its authority duly given and by him/her delivered as and for its act and deed. And he/she did further acknowledge that he/she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.
OFFICIAL SEAL KRISTEN C WELLS KRISTEN C WELLS Name (Printed) Kristen C Wells Notary Public OREGON NOTARY PUBLIC OREGON NOTARY PUBLIC OREGON NOTARY PUBLIC OREGON NOTARY Public for the State of Vegun WY COMMISSION EXPIRES JUNE 18, 2016 My Commission Expires
Certified correct as to consideration, description, reservations or conditions, and form.
JADAM 6. SEALL 6/25/14

R/W Specialist, USDA Forest Service



EGEND

- FOUND LAND SURVEY MONUMENT OF RECORD.
- SURVEYED POINTS ON THE CENTERLINE OF FOR BEARINGS AND DISTANCES BETWEEN POINTS SEE CENTERLINE DIMENSIONS TABLE BELOW AN EXISTING ROAD.

NFSR ROW NATIONAL FOREST SYSTEM ROAD RIGHT OF WAY NATIONAL FOREST SYSTEM LAND

BASIS OF BEARINGS

COUNTY CLERK'S OFFICE.

PARTITION 15-10 BY DOUGLAS ADKINS AND BEARINGS FOR THIS MAP ARE BASED ON LAND RECORDED ON 12/29/2011 IN THE KLAMATH

JWTR OREGON, LLC FOR INGRESS AND EGRESS ACROSS NFSL 2730 RIGHT-OF-WAY LOCATED WITHIN SECTION 17 AND 18, T34S, R7E, W.M. UNITED STATES DEPARTMENT OF AGRICULTURE FREMONT-WINEMA NATIONAL FORESTS TO KLAMATH COUNTY, OREGON NFSR 6215 AND 6210 GRANT

CENTERLINE DIMENSIONS

<u>6</u>	9	(4)	(C)	0	Θ	
N37°43'17"E	N43°38'Z2"E	N43°46'40"E	N44°56'41"E	N47°50'40"E	N58°09'00"E	BEARING
316.14	2338.43	1791.80	1129.15	588.08	677.70	DISTANCE (FEET)

POINT OF BEGINNING

HIGHWAY 62 AND BEARS N59°56'32"E THIS MAP IS LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF OREGON STATE CORNER OF SECTION 18. AT 766.3± FEET FROM THE SOUTHWEST THE POINT OF BEGINNING AS SHOWN ON

13 18

SOUTHERLY 464.41

8

6

NEST.

391.8'± EASTERLY

NFSL

NESL

ROW

CENTERLINE. 15 FEET ON BOTH SIDES OF THE RIGHT-OF-WAY IS 30 FEET WIDE

LENGTH: 6841.3± FEET

AREA= 4.7± ACRES ROW AREA

POINT OF -

NFSL

NFSL

30 FOOT ROW

NFSR 6210

NEST

SEE NOTE

PVT

NFSL

NESL

<u>~</u>

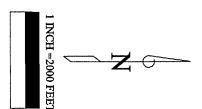
ROAD NO. 1334

KLAMATH COUNTY

HIGHWAY 62 OREGON STATE

DATE: 2/12/2013

DRAWING: FortUSAtoJWTRpage2.dwg



PROJECT: 6210

SEC. 17 AND 18, T34S, R7EW.M. KLAMATH COUNTY, OREGON

EXHIBIT A **OF** SHEET 2

2730 RIGHT-OF-WAY GRANT

USDA FOREST SERVICE CIFIC NORTHWEST REGION

FREMONT-WINEMA NATIONAL FORESTS SURVEYED BY: RODNEY F. CALLAGHAN

APPROVED B¶

DATE: JULY, 2012

PROPERTY OWNER: USDA-FOREST

2730 RIGHT-OF-WAY GRANT

UNITED STATES DEPARTMENT OF AGRICULTURE FREMONT-WINEMA NATIONAL FORESTS TO JWTR OREGON, LLC FOR INGRESS AND EGRESS ACROSS NFSL NFSR 6210

LOCATED WITHIN SECTION 5 AND 8, T34S, R7E, W.M. KLAMATH COUNTY, OREGON

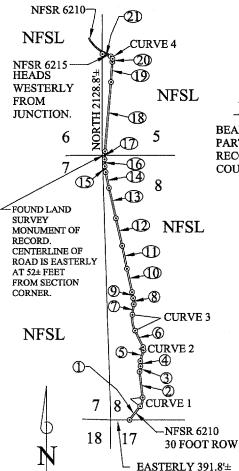
LEGEND

- FOUND LAND SURVEY MONUMENT OF RECORD.
- SURVEYED POINTS ON THE CENTERLINE OF AN EXISTING ROAD.

NFSL NATIONAL FOREST SYSTEM LAND

NFSR NATIONAL FOREST SYSTEM ROAD

ROW RIGHT OF WAY



BASIS OF BEARINGS

BEARINGS FOR THIS MAP ARE BASED ON LAND PARTITION 15-10 BY DOUGLAS ADKINS AND RECORDED ON 12/29/2011 IN THE KLAMATH COUNTY CLERK'S OFFICE.

ROW

RIGHT-OF-WAY IS 30 FEET WIDE, 15 FEET ON BOTH SIDES OF THE CENTERLINE. LENGTH: 8030,3± FEET

ROW AREA

AREA= 5.53± ACRES

CENTERLINE DIMENSIONS

	BEARING	DISTANCE (FEET)
①	N37°41'39"E	359.41
2	N6°41'47"W	546.65
3	N9°01'25"E	115.73
4	N0°56'48"W	105.73
(3)	N16°26'52"E	234.65
6	N25°43'50"W	380.36
7	N7°08'48"E	217.13
8	N5°00'12"W	129.64
9	N10°09'58"W	128.00
100	N12°39'02"W	498.23
1	N11°38'41"W	488.07
12	N12°49'42"W	587.75
13	N12°36'43"W	650.22
13	N12°01'21"W	338.54
13	N9°16'27"W	121.40
100	N1°10'07"W	147.41
1	N4°36'52"E	166.17
18	N5°03'15"E	1456.99
19	N3°50'48"E	422.69
20	N4°19'34"E	65.73
20	N74°50'42"W	190.77

CURVE DATA

CURVE 1

RADIUS= 250.00 FEET LENGTH= 193.69 FEET DELTA= 44°23'26" CHORD= N15°29'56"E 188.88 FEET

CURVE 2

RADIUS= 100.00 FEET LENGTH= 73.62 FEET DELTA= 42°10'42" CHORD= N4°38'29"W 71.96 FEET

CURVE 3

RADIUS= 600.00 FEET LENGTH= 342.67 FEET DELTA= 32°43'22" CHORD= N9°22'09"W 338.03 FEET

CURVE 4

RADIUS= 50.00 FEET LENGTH= 69.09 FEET DELTA= 79°10'16" CHORD= N35°15'34"W 63.72 FEET

DRAWING: FortUSAtoJWTRpage3.dwg DATE: 2/12/2013

PROJECT: 6210

1 INCH =2000 FEET

SECTION 5 AND 8, T34S, R7E, W.M. KLAMATH COUNTY, OREGON

EXHIBIT A SHEET 3 OF 4

2730 RIGHT-OF-WAY GRANT

USDA FOREST SERVICE PACIFIC NORTHWEST REGION FREMONT-WINEMA NATIONAL FORESTS SURVEYED BY: RODNEY F. CALLAGHAN

DAVID CHRISS

DRAWN BY: RODNEY F. CALLAGHAN

REVIEWED BY: REVIEWED BY:

APPROVED BY:

DATE: JULY, 2012

DATE: 2/12/2015

DATE: 1/17/2014

- - - - -

PROPERTY OWNER: USDA-FOREST SERVICE

EGEND

- FOUND LAND SURVEY MONUMENT OF RECORD
- \otimes COMPUTED POSITION USING RECORD DATA
- NATIONAL FOREST SYSTEM LAND SURVEYED POINTS ON THE CENTERLINE OF AN EXISTING ROAD.

NFSR ROW NATIONAL FOREST SYSTEM ROAD RIGHT OF WAY

BASIS OF BEARINGS

COUNTY CLERK'S OFFICE. RECORDED ON 12/29/2011 IN THE KLAMATH PARTITION 15-10 BY DOUGLAS ADKINS AND BEARINGS FOR THIS MAP ARE BASED ON LAND

N89°40'45"W 1030.28'

-N89°40'45"W 294.39'

S0°35'56"E 515.19

31 32 9

S

RANCH, CO. J-SPEAR

30 FOOT ROW NFSR 6215

RIGHT-OF-WAY IS 30 FEET WIDE

15 FEET ON BOTH SIDES OF THE

LENGTH: 6973.1± FEET CENTERLINE. NE1/4NE1/4

NFSL

NESL

NORTH 2128.8'±

ั้ง

AREA= 4.80± ACRES

ROW AREA

$\Theta\Theta\Theta$ N72°4 N77° 264° BEA

8	(2)		8	9	8	63	6	0	8	25	3	0	0	9	8	6
N1°00'53"W	N9°37'44"W	N12°59'07"W	N41°19'30"W	N48°11'44"W	N53°41'27"W	N55°33'22"W	N64°48'33"W	N71°52'00"W	S84°42'00"W	N79°23'27"W	S89°22'15"W	N84°35'41"W	N74°00'14"W	N56°41'44"W	N49°57'15"W	N41°40'16"W
34.03±	93.62	182.61	46.86	184.48	91.84	103.23	284.77	234.82	145.01	297.35	258.65	182.34	68.41	296.14	196.42	1268.75

(8	0	<u>6</u>	6	&		0	0		9	∞	9	<u>6</u>	<u> </u>	((
	N32°07'40"W	N17°47'53"W	N25°45'19"W	N43°57'34"W	N63°45'51"W	N69°13'03"W	S88°25'12"W	S75°54'08"W	S71°20'47"W	S78°56'25"W	N89°25'02"W	N74°56'09"W	N44°26'23"W	N36°59'49"W	N57°38'32"W	
	84.65	223.43	77.56	102.08	149.95	117.90	99.29	244.58	171.78	98.05	169.94	90.49	78.36	240.23	68.26	1000

46.86	N41°19'30"W
182.61	N12°59'07"W
93.62	N9°37'44"W
103.23	N55°33'22"W
91.84	N53°41'27"W
184.48	N48°11'44"W
234.82	N71°52'00"W
284.77	N64°48'33"W
145.01	S84°42'00"W

2730 RIGHT-OF-WAY GRANT

JWTR OREGON, LLC FOR INGRESS AND EGRESS ACROSS NFSI LOCATED WITHIN SECTION 6, T34S, R7E, W.M., AND UNITED STATES DEPARTMENT OF AGRICULTURE FREMONT-WINEMA NATIONAL FORESTS TO NFSR 6215

CHUTERI NE DIMENSIONS

WITHIN SECTION 1, T34S, R7-1/2E, W.M.,

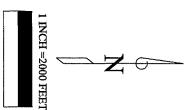
KLAMATH COUNTY, OREGON

CEL	VIEN	INDU	CENTERTINE DIVIDINGIONS	U
	DISTANCE			DISTANCE
RING	(FEET)		BEARING	(FEET)
31'58"W	255.17	<u> </u>	N41°40'16"W	1268.75
47'08"W	444.24	8	N49°57'15"W	196.42
34'05"W	287.93	9	N56°41'44"W	296.14
38'32"W	68.26	8	N74°00'14"W	68.41
59'49"W	240.23	(3)	N84°35'41"W	182.34
26'23"W	78.36	2	S89°22'15"W	258.65
56'09"W	90.49	<u>(2)</u>	N79°23'27"W	297.35
25'02"W	169.94	8	S84°42'00"W	145.01
6'25"W	98.05	3	N71°52'00"W	234.82
20'47"W	171.78	<u>&</u>	N64°48'33"W	284.77
4'08"W	244.58	<u>(8)</u>	N55°33'22"W	103.23
	22.2)		

DATE: 2/12/2013	DRAWING: FortUSAtoJWTRpage4.dwg
-	

R 7-1/2 E 😽 R 7 E

6



PROJECT: 6215 SECTION 1, T34S, R7-1/2E, W.M. SECTION 6, T34S, R7E, W.M. KLAMATH COUNTY, OREGON

EXHIBIT

2730 RIGHT-OF-WAY **GRANT**

USDA FOREST SERVICE CIFIC NORTHWEST REGION FREMONT-WINEMA NATIONAL FORESTS

SURVEYED BY: RODNEY F. CALLAGHAN

APPROVED BY

DATE: JULY, 2012

PROPERTY OWNER: J-SPEAR RANCH, CO. / USDA-FOREST SERVICE