

Certified correct as to consideration, description, and conditions Jan 6 1963
62-68A

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RIGHT-OF-WAY DEED - CORPORATION
(Raw Land)

THIS INDENTURE, dated this 25th day of January, 1963 by and between the Ellingson Lumber Company, a corporation organized and existing under the laws of the State of Oregon, and fully authorized to do business in the State of Oregon, hereinafter called the "Grantor," and the UNITED STATES OF AMERICA, hereinafter called the "Grantee,"

WITNESSETH, that the Grantor, for and in consideration of \$125.00 the receipt of which is hereby acknowledged, does hereby grant and convey unto the Grantee and its assigns an easement and right-of-way for a road to be located, constructed, reconstructed, improved, used, operated, patrolled and maintained, and known as the Corbell Butte Road, Project Number 34015, over, upon, along and across the following described premises situated in the County of Klamath, State of Oregon, to-wit:

A strip of land 66 feet in width traversing the following described real property:

NE1/4NW1/4 Section 28, T34 S., R8E, W. M.

Stamp attached
Orig 3/14/65
55 cuts
Chas. J. H. H. H.

The said strip being 33 feet in width on each side of a centerline as located and (to be) constructed on the ground, with as much additional width as required for adequate protection of cuts and fills, (the said centerline being located and described as shown on Exhibit A which is attached hereto and made a part hereof).

~~(The said centerline being more particularly described as follows:)~~

If the road is located substantially as described herein, the centerline of the road as constructed is hereby deemed accepted by the Grantor as the true centerline of the easement granted.

Together with such reasonable rights or temporary use of the Grantor's lands immediately adjacent to said right-of-way as may be necessary for the construction, reconstruction, improvement and maintenance of said road.

The Grantor reserves to itself, its successors and assigns, the right to connect to said road such approach roads as are reasonably necessary to provide access to lands and timber owned by the Grantor, provided that the location and character of construction of such connections shall first be approved in writing by the Grantee, which approval shall not unreasonably be withheld; provided further, that the Grantor shall construct and maintain any such connections at its own expense in condition satisfactory to the Grantee or its assigns.

The Grantor further reserves to itself, its successors and assigns, all timber on said right-of-way, provided that the Grantee or its timber purchasers shall have the right to cut timber upon the right-of-way to the extent necessary for the construction or betterment of said road. (Such timber shall be cut into logs of standard length with proper trim allowance and shall be decked horizontally along said right-of-way and shall be free of stumps, limbs or other debris. Grantor expressly reserves the right to enter upon such strip of land to remove said decked timber, and to remove standing timber in the usual and customary manner without cost except for his pro rata share of maintenance.) ~~Grantor further reserves the right to grow and harvest future forest crops on that portion of said right-of-way not actually used for road purposes.~~

The Grantor, its successors and assigns, shall, to the extent permitted by Federal law and regulations have the right to use, maintain, patrol and reconstruct said road in such manner as not unreasonably to interfere with the use of said road by the Grantee or its authorized users or cause substantial injury thereto; provided, that during periods when Grantor, its successor or assigns, uses said road, its use will be subject to such reasonable charges, terms and regulations as the Grantee may impose upon or require of haulers of forest or other products including performance of its share of road maintenance and resurfacing on the portions so used, or contribution to the cost of said maintenance and resurfacing, so that its proportionate share (based on the ratio that its hauling in M&F bears to the total M&F hauled during said period of use) of the cost of maintaining and resurfacing the road to the extent necessary to restore the road to the condition existing at the start of the use will be paid or performed.

The rights, privilege and authorities herein granted are for the use and enjoyment by the Grantee for any and all purposes deemed necessary and desirable in connection with the control, management and administration of the National Forest, or the resources thereof, and insofar as compatible therewith, use by the general public and the rights, privileges and