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RIGHT-OF-WAY DEED

KNOW ALL MEN BY THESE PRESENTS, that BROOKS-SCANLON, INC., a corporation, hereinafter called the "Grantor" and FRED L. MAHN, hereinafter called the "Grantee", WITNESSETH:

That for and in consideration of Four Hundred Dollars (\$400.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, his heirs and assigns, an easement and right-of-way for a road to be located, constructed, reconstructed, used, repaired and maintained over, upon, along and across the following described premises situated in Klamath County, State of Oregon, to-wit:

A strip of land 60 feet in width traversing the following described real property:

Southwest Quarter of Northwest Quarter (SWNW¹/₄) of Section Two (2), Southeast Quarter (SE¹/₄) and Southeast Quarter of the Southwest Quarter (SE¹/₄SW¹/₄) of Section Three (3), North Half of Northeast Quarter (N¹/₂NE¹/₄) of Section Ten (10), Southeast Quarter of Northwest Quarter (SE¹/₄NW¹/₄) of Section eleven (11), all in Township 23 South, Range 9 East Willamette Meridian, Klamath County.

The said strip being 30 feet in width on each side of the center line of the existing road as now located and constructed, and said center line being more particularly described as follows:

1. Beginning at a point on the North boundary line of the Southwest Quarter of the Northwest Quarter (SWNW¹/₄) of said Section 2, thence bearing Southerly and Westerly to a point in the West boundary line of said 40 acre subdivision.
2. Beginning at a point in the North boundary line of the Southeast Quarter of said Section 3, thence Southerly and Westerly to a point in the West boundary line of said legal subdivision, said point being in the approximate vicinity of the Northeast one sixteenth corner of the Southeast Quarter of the Southwest Quarter (SE¹/₄SW¹/₄) of said Section 3, thence bearing Southerly parallel to and approximately 30 feet distance Easterly from the West boundary of said Southeast Quarter (SE¹/₄) to a point in the South boundary of said subdivision, said point being in the vicinity of the Southwest corner of said subdivision, thence bearing Easterly parallel to and approximately coinciding with said South boundary of said subdivision to a point in the East boundary of said subdivision, said point being in the approximate vicinity of the Southeast section corner of said Section 3.
3. Beginning at a point in the North boundary line of the Southeast Quarter of the Northwest Quarter (SE¹/₄NW¹/₄) of said Section 11, said point being in the approximate vicinity of the Northwest one sixteenth corner of said legal subdivision, thence bearing Southerly approximately parallel to the West boundary line of said legal subdivision to a point in the South boundary line of said legal subdivision, said point being approximately 50 feet Easterly of the Southwest one sixteenth corner of said legal subdivision.

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Together with reasonable rights of ingress, egress and regress to and from said lands for the purpose designated.

Grantor reserves to itself, its successors and assigns, the right to use, maintain, construct, reconstruct and patrol said road in any manner and for any purpose whatever, provided that such use, maintenance, construction and reconstruction shall not unreasonably interfere with the use of said road by Grantee for the purpose intended.

Grantor reserves to itself, its successors and assigns, all trees presently standing or growing in the future upon said lands, provided that Grantee shall have the right to cut trees upon the right-of-way to the extent necessary for the construction and betterment of said road provided that Grantee pays Grantor the going market price for trees cut and destroyed during said construction and betterment.

The rights, privileges and authority herein granted are for the use by Grantee for the purpose deemed necessary in connection with the use and occupancy of Grantee's adjacent lands.

The rights, privileges and authorities herein granted shall continue as long as used for the purpose granted, but if for a period of five years Grantee shall cease to use the rights, privileges and authorities for the purpose granted or shall abandon the use of the easement herein granted, then, in any such event, the Grantor may terminate this easement and all rights hereunder shall revert to the holder of the fee title of the lands.

In witness whereof, the Grantor has caused the aforesaid to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 16th day of December, 1963.

BROOKS-SCANLON, INC.

By: *Freeman Schultz*
Sr. Vice-president & General Manager

By: *Charles Kreider*
Assistant General Manager

ATTEST:

By: *Dean Deschutes*

Notary Seal

STATE OF OREGON

County of Deschutes

On this day personally appeared before me Freeman Schultz and Charles Kreider, to me known to be the Sr. Vice-president & General Manager, and Assistant General Manager, respectively, of the corporation that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same as its free and voluntary act and deed, for the uses and purposes therein mentioned, and that they were authorized to execute said instrument on behalf of the corporation by authority of its board of directors, and that the seal affixed is the corporate seal of said corporation.

Dated this 16 day of December, 1963.

Dean Deschutes
Notary Public in and for the State of Oregon, residing at *Portland*
My commission expires *April 23, 1964*

STATE OF OREGON, ss
County of Klamath

Filed for record at *Portland*
On this 2 day of *January* 1964
at *2:00* o'clock *P.M.* and duly
recorded in Vol. *350* of *Deeds*
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CHAS. P. DE LAP, County Clerk
By: *Patricia Sheel* Deputy
Fee *4.25*