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M-66 Nov 11 1989

EASEMENT

THIS EASEMENT, dated this 2nd day of November, 19 66,
from BROOKS-SCANLON, INC., a corporation of the State of Delaware, herein-
after called "Grantor," to the United States of America, hereinafter called
"Grantee,"

WITNESSETH:

Grantor, for and in consideration of the grant of reciprocal rights-of-
way and the sum of \$1.00 received by Grantor, does hereby grant to Grantee
and its assigns, subject to existing easements and valid rights, a perpetual
easement for a road along and across a strip of land, hereinafter defined as
the "premises," over and across the lands in the County of Klamath, State of
Oregon, as described on Exhibit A attached hereto.

The word "Premises" when used herein means said strip of land, whether
or not there is an existing road located thereon. Except where it is
defined more specifically, the word "road" shall mean roads now existing
or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit B
attached hereto.

Said premises shall be 33 feet in width on each side of the centerline
with such additional width as required for accommodation and protection of
cuts and fills. If the road is located substantially as described herein,
the centerline of said road as constructed is hereby deemed accepted by
Grantor and Grantee as the true centerline of the premises granted. If
any subsequent survey of the road shows that any portion of the road,
although located substantially as described, crosses lands of the Grantor
not described herein, the easement shall be amended to include the addi-
tional lands traversed; if any lands described herein are not traversed
by the road as constructed, the easement traversing the same shall be
terminated in the manner hereinafter provided.

The acquiring Agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and
conditions applicable to Grantee, its permittees, contractors, and assigns:

- A. Except as hereinafter limited, Grantee shall have the right to use
the road on the premises without cost for all purposes deemed nec-
essary or desirable by Grantee in connection with the protection,
administration, management, and utilization of Grantee's lands or
resources, now or hereafter owned or controlled, subject to such
traffic-control regulations and rules as Grantee may reasonably
impose upon or require of other users of the road. Grantee shall
have the right to construct, reconstruct, and maintain roads
within the premises.

Certified correct as to consideration,
description and conditions.

Raymond Bernat 10/5/66

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Grantee alone may extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof and to other users including members of the public except users of lands or resources owned or controlled by Grantor or its successors: Provided, That such additional use also shall be controlled by Grantee so that it will not unreasonably interfere with use of the road by Grantor or cause the Grantor to bear a share of the cost of maintenance greater than Grantor's use bears to all use of the road.

- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- C. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantee permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantor, Grantor shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by Grantee for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantee shall prohibit noncommercial use unless provision is made by Grantee or by the noncommercial users to bear proportionate maintenance costs.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. 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, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road without reducing the rights hereby reserved: Provided, however, That any timber or other materials hauled by the Grantor from lands now owned by third parties in the agreement area as shown on Exhibit C attached hereto shall be treated as though hauled by someone else and: Provided, further, That the right to use the road for the purpose of operating and moving specialized logging vehicles and other equipment shall not be restricted, except as follows:

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2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.
3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.
4. The right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinbefore stated as payable to Grantor for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment, as approved by the Regional Forester.

Provided, That so long as the Road Right-of-Way Construction and Use Agreement dated October 2, 1963, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to, construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, for the purposes granted, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes granted, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor, its successors, or assigns a statement in recordable form evidencing termination.

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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above written.

In the Presence of:

D. F. Williams
Muriel Z. Spear

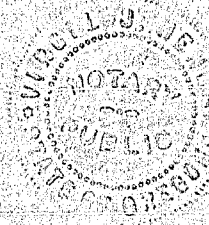
BROOKS-SCANLON, INC.

By C. M. Kreider
Charles M. Kreider, Vice Pres. & Gen. Mgr.
By Michael P. Hollern
Michael P. Hollern, Ass't. Secretary
Attest: Paul Newman

State of Oregon)
County of Deschutes) ss.

On this day personally appeared before me Charles M. Kreider and Michael P. Hollern to me known to be the Vice President and General Manager and Assistant Secretary 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.

Before me this 2nd day of November, 1966.



Paul Newman
Notary Public in and for the State of Oregon residing at Bend, Oregon.

My Commission Expires April 23, 1968
My commission expires

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Moffit Butte Road #2217.1

Beginning at a point on the north boundary of Section 5, T. 23 S., R. 11 E., W.M., 1071 feet due east of the northwest corner of said section, thence southwesterly over and across the NW 1/4 NW 1/4, Section 5, a distance of 1,325 feet to a point which is 53 feet east and 803 feet south of the northwest corner of Section 5, thence southerly along and across section lines between Sections 5 and 6, Sections 7 and 8, Sections 17 and 18, Sections 19 and 20, Sections 29 and 30, and Sections 31 and 32 a distance of approximately 33,655 feet to a point on the south boundary of Section 32 which is 95 feet due east of the southwest corner of Section 32, T. 23 S., R. 11 E., W.M.

Thence, beginning at a point on the north boundary of Section 5, T. 24 S., R. 11 E., W.M., 95 feet due east of the northwest corner of said section, thence southerly along and across section lines between Sections 5 and 6, Sections 7 and 8, Sections 17 and 18, a distance of approximately 13,685 feet to a point on the west boundary of Section 17 which is 1,320 feet north of the west 1/4 corner of Section 17, T. 24 S., R. 11 E., W.M.

Thence, beginning at a point which is 182 feet due west of the east 1/4 corner of Section 18, T. 24 S., R. 11 E., W.M., thence southerly over and across the NE 1/4 SE 1/4 of Section 18 a distance of approximately 1,415 feet to a point which is 185 feet west and 1,320 feet south of the east 1/4 corner of Section 18, T. 24 S., R. 11 E., W.M.

Hooligan Hill Road #2218.1

Beginning at a point on the north boundary of Section 27, T. 23 S., R. 11 E., W.M., which is 251 feet due west of the north 1/4 corner of said section, thence southwesterly over and across Sections 27, 34, and 35, a distance of approximately 11,782 feet to a point on the south boundary of Section 35 which is 32 feet due east of the southwest corner of Section 35, T. 23 S., R. 11 E., W.M.

Thence, beginning at a point on the north boundary of Section 2, T. 24 S., R. 11 E., W.M., which is 32 feet due east of the northwest corner of said section, thence southerly along and across section lines between Sections 2 and 3, Sections 10 and 11, and Sections 14 and 15 a distance of approximately 11,615 feet to a point which is 1,320 feet south and 297 feet west of the northeast corner of Section 15, T. 24 S., R. 11 E., W.M.

Jones Well Road #2131.2

Beginning at a point on the west boundary of Section 16, T. 24 S., R. 11 E., W.M., which is 675 feet due north of the southwest corner of said section, thence northeasterly over and across Section 16 a distance of approximately 5,790 feet to a point on the east boundary of Section 16 which is 15 feet north of the east 1/4 corner of Section 16, T. 24 S., R. 11 E., W.M.

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Thence, beginning at a point in Section 15, T. 24 S., R. 11 E., W.M., which is approximately 1,320 feet south and 2,276 feet west of the northeast corner of said section, thence northeasterly over and across the N 1/2 NE 1/4 Section 15, the NW 1/4 NW 1/4, Section 14, the S 1/2 Section 11 approximately 8,435 feet to a point on the east boundary of Section 11 which is 1,085 feet south of the east 1/4 corner of Section 11, T. 24 S., R. 11 E., W.M.

Game Boundary Road #2210.2

Beginning at a point on the north boundary of Section 36, T. 24 S., R. 11 E., W.M., which is 967 feet east of the north 1/4 corner of said section, thence southeasterly over and across Section 36 a distance of approximately 5,037 feet to a point of junction with Spring Butte Road #2210B which is 1,455 feet north and 78 feet west of the southeast corner of said section.

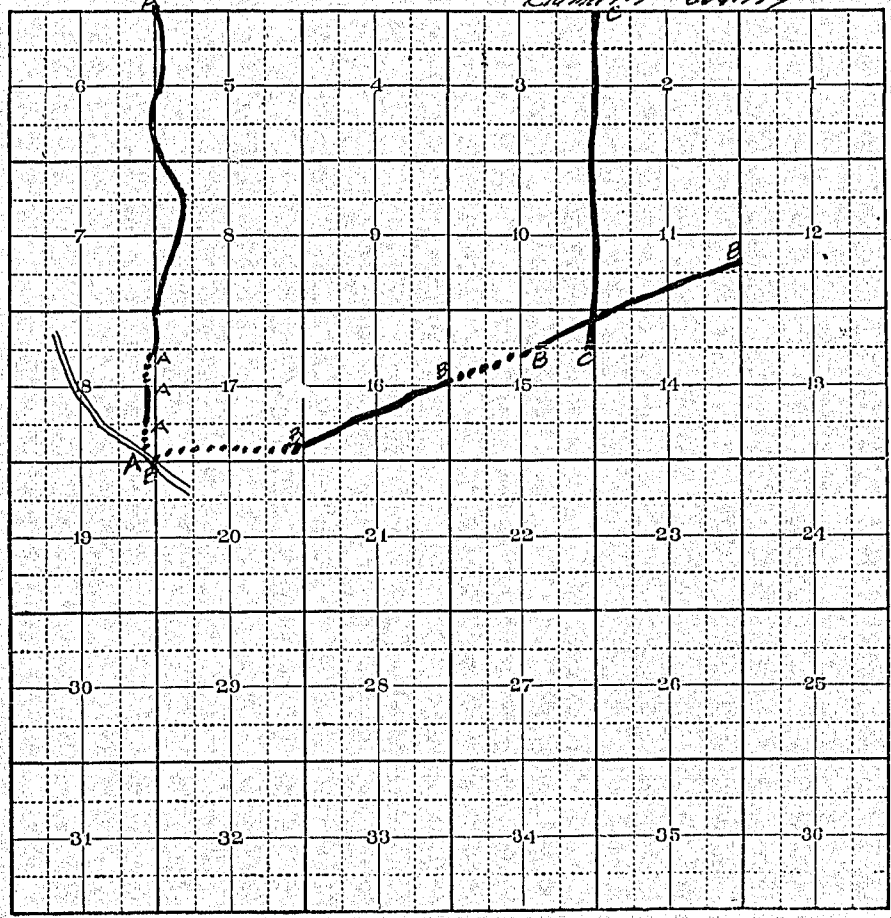
Spring Butte Lookout Road #2210B

Beginning at a point of junction with Game Boundary Road #2210.2 which is 1,455 feet north and 78 feet west of the southeast corner of Section 36, T. 23 S., R. 11 E., W.M., thence southwesterly over and across the SE 1/4 of said section a distance of approximately 2,545 feet to a point on the south boundary of Section 36 which is 2,062 feet due west of the southeast corner of said section.

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Road area covered by this easement ~~~~~
 Road area not covered by this easement

T. 24.5 R. 11.E Williams County, Mo.
 Edwards County



8-257

SCALE - One inch = 1 mile.

Road Symbol	Road Name	Road Number
A	Moffitt Butte	2217.1
B	Jones Well	2131.2
C	Hooligan Hill	2218.1

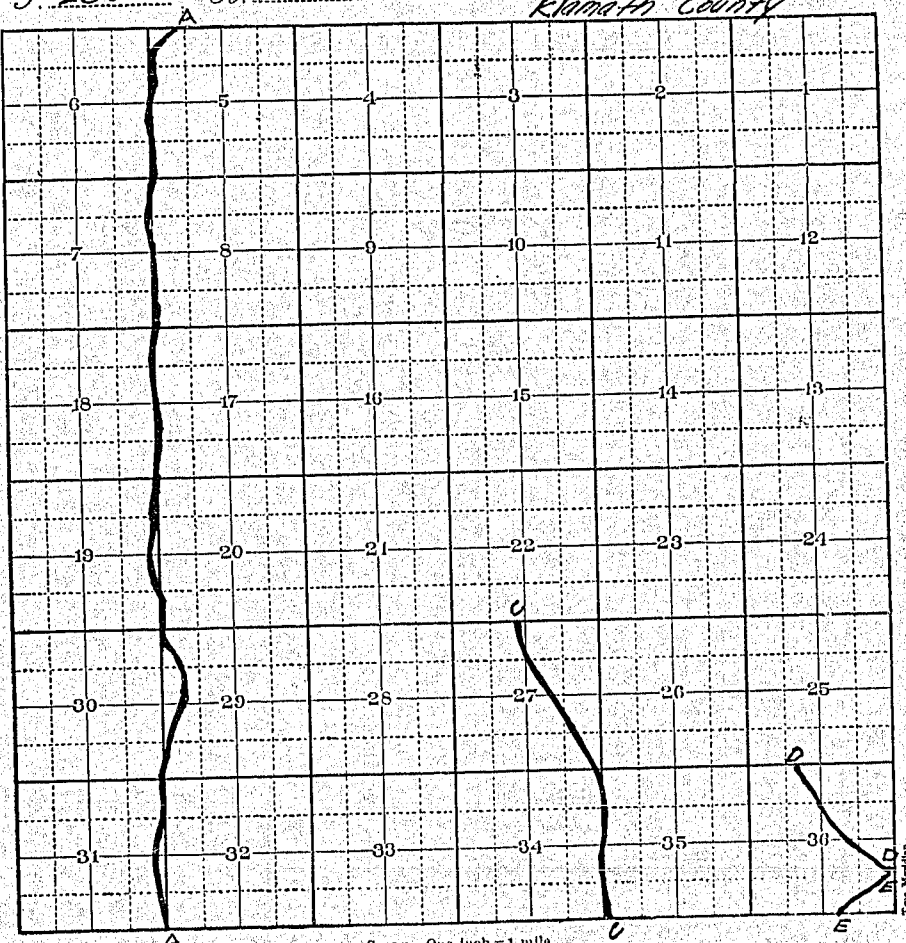
5400-18
(2/60)

Exhibit B page 1

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Road area covered by this easement ~~~~~
Road area not covered by this easement

T. 23 S. R. 11 E. Willamette Co. Or.
Klamath County

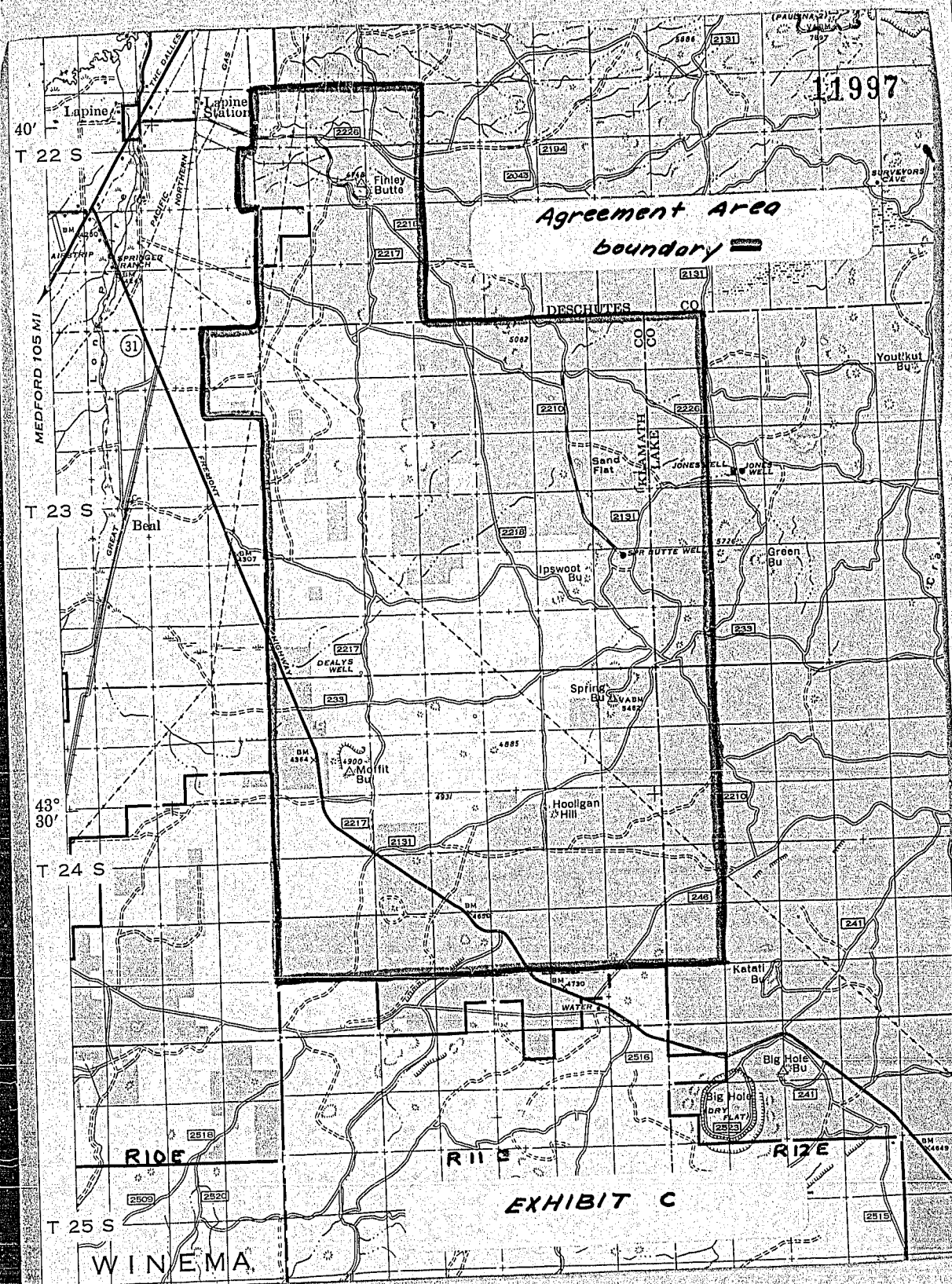


8-257

SCALE - One inch = 1 mile.

Road Symbol	Road Name	Road Number
A	Mc Pitt Butte	2217.1
C	Hooligan Hill	2218.1
D	Game Boundary	2210.2
E	Spring Butte L.O.	2210B

5400-18
(2/60)



STATE OF OREGON; COUNTY OF KLAMATH; ss:

Filed for record at request of Deschutes National Forest
 this 28 day of Nov. 1966 11:01 o'clock A.M., and
 duly recorded in Vol. M-66, of Deeds on Page 11989

DOROTHY ROGERS, County Clerk

By *[Signature]*

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