

14479

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RIGHT-OF-WAY EASEMENT DEED

THIS EASEMENT, dated this 18th day of MAY, 1967,
from GILCHRIST TIMBER COMPANY, a corporation of the State of Delaware,
hereinafter called "Grantor," to the UNITED STATES OF AMERICA, herein-
after called "Grantee."

WITNESSETH:

Grantor, for and in consideration of Two Hundred Eighty Dollars (\$280)
received by Grantor, does hereby grant to Grantee and its assigns, sub-
ject 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 following described lands in the County
of Klamath, State of Oregon.

SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, section 5, T. 24 S., R. 9 E., W.M.
NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, section 6, T. 24 S., R. 9 E., W.M.
S $\frac{1}{2}$ SW $\frac{1}{4}$, section 31, T. 23 S., R. 9 E., W.M.

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.

Said premises are more specifically described by a centerline descrip-
tion contained in Exhibit A attached hereto.

Said premises shall be 33 feet on each side of the centerline with such
additional widths 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

Certified correct as to consideration,
description and conditions.

Raymond Bennett 5/19/67

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additional 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 necessary 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.

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.

- 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.

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

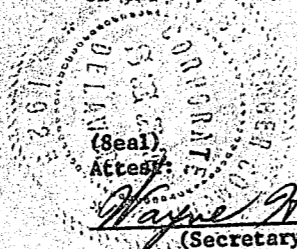
1. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.
2. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

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It is agreed that the Grantor shall have the right to use the road herein-
after to be constructed 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 con-
trolled, subject, however, to traffic-control regulations as Grantee may
reasonably impose under 36 C.F.R. 212.7(a)(1) and (2), the bearing of road
maintenance costs proportionate to use as provided in 36 C.F.R. 212.7(d),
and the sharing of the cost of construction or reconstruction proportionate
to use, as provided in 36 C.F.R. 212.11.

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.

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.



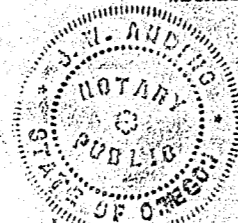
Frank R. Gilchrist
By President
(Title)

Wayne H. Ernst
(Secretary)

State of Oregon) ss.
County of Klamath)

On this 18th day of May, 19 67, before me the undersigned, a
Notary Public in and for said County and State, personally appeared
Frank R. Gilchrist and Wayne H. Ernst,
known to me to be the President and Secretary
of Gilchrist Timber Company, the persons that
executed the within instrument, known to me to be the persons who executed
the within instrument on behalf of the Gilchrist Timber Co. therein named,
and acknowledged to me that such persons executed the within
instrument pursuant to its bylaws or a resolution of its Directors.

WITNESS my hand and Official Seal,



J. W. Anding
Notary Public in and for said County
and State

My commission expires Aug. 15, 1970

EXHIBIT A

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Beginning at a point approximately 1,510 feet east and 990 feet north of the southwest corner of section 5, T. 24 S., R. 9 E., W.M., thence N. 45°17' W., a distance of 178.6 feet; thence on a 350-foot radius curve right a distance of 182.5 feet; thence N. 15°25' W., a distance of 1,915.1 feet; thence on a 200-foot radius curve left a distance of 275.2 feet; thence S. 85°45' W., a distance of 260.0 feet; thence on a 400-foot radius curve right 324.4 feet; thence N. 47°47' W., a distance of 1,655.7 feet; thence on a 400-foot radius curve left a distance of 227.0 feet; thence N. 80°18' W., a distance of 605.5 feet; thence N. 74°23' W., a distance of 1,986.5 feet; thence on a 400-foot radius curve left a distance of 226.8 feet; thence S. 86°58' W., a distance of 416.8 feet; thence on a 2,000-foot radius curve right a distance of 801.9 feet to a point on the west boundary of section 31, T. 23 S., R. 9 E., which is approximately 117.5 feet north of the southwest corner of said section 31.

STATE OF OREGON, COUNTY OF KLAMATH ss:

Filed for record at request of Deschutes National Forest
 this 31 day of May A. D. 1967 11:35 o'clock A.M., and
 duly recorded in Vol. M-67, of Deeds on Page 4025

Fee \$6.00

DOROTHY ROGERS, County Clerk

By *[Signature]*

RET: Forest Supervisor
 Deschutes National Forest
 P. O. Box 751,
 Bend, Oregon