

30644

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## RIGHT-OF-WAY EASEMENT DEED

THIS EASEMENT, dated this 20th day of March, 19 69,  
 from BROOKS SCANLON, INC.,  
 a corporation of the State of Delaware, hereinafter called  
 "Grantor," to the United States of America, hereinafter called "Grantee."

## WITNESSETH:

Grantor, for and in consideration of one dollar (\$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 following described lands in the County of Klamath,  
 State of Oregon:

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

SW $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 3 T.24S. R.9E., W.M.  
 SE $\frac{1}{4}$  NE $\frac{1}{4}$  Sec. 4 T.24S. R.9E., W.M.

all as shown on the plat attached hereto marked Exhibit A.

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 shall be 33 feet on each side of the center line with  
 such additional width as required for accommodation and protection of  
 cuts and fills. If the road is located substantially as described  
 herein, the center line of said road as constructed is hereby deemed  
 accepted by Grantor and Grantee as the true center line 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

used here as to consideration,  
 description and conditions.  
 Philip H. Albrecht 4/3/69

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4/4/69



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of the Grantor not described herein, the easement shall be amended to include the 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.

It is agreed that the Grantor shall have the right to use the existing road described herein for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management and utilization of Grantor's land or resources now or hereafter owned or controlled, subject, however, to traffic control regulations as Grantee may reasonably impose under 36 CFR 212.7(a) (1) and (2), and the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.7(d).



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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.

(Seal)  
Attest:

Paul Deschutes  
(Secretary)

State of Oregon )  
County of Deschutes ) ss.

On this 20th day of March, 19 69, before me the undersigned, a notary public in and for said County and State, personally appeared Michael P. Hollern and Richard E. Gervais, known to me to be the Vice Pres. & Gen. Manager and Assistant Secretary, of Brooks-Scanlon, Inc., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and Official Seal,

Richard E. Gervais  
Notary Public in and for said  
County and State  
My commission expires May 8, 1972

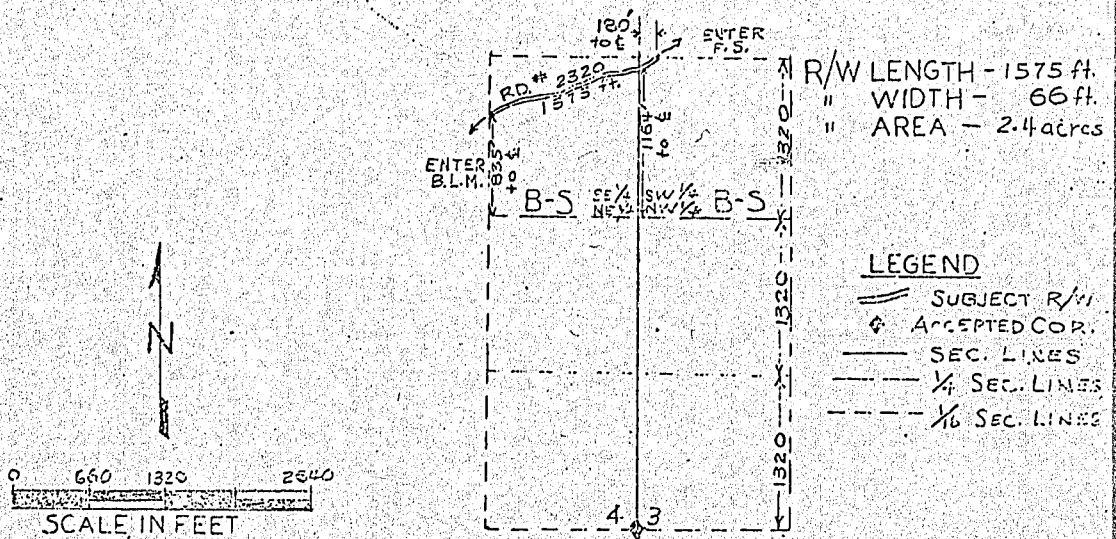
R6-5460-14a  
10/66



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5460  
RIGHTS-OF-WAY ACQUIRED  
CRESCENT CREEK ROAD #2320  
BROOKS-SCANLON, INC.

SECS. 3+4 T24S. R9E.  
DESCHUTES NATL FOREST  
KLAMATH COUNTY, OREGON



REVIEWED BY C. E. H. H. DATE 11/14/68  
FOREST ENGINEER

RECOMMENDED BY James E. D. DATE 11-12-68  
DISTRICT ENGINEER

APPROVED BY Ashley A. Poust DATE 11-20-68  
FOREST SUPERVISOR

SURVEYED BY H. H. H. DATE 10/10/68 TRANSIT & CHAIN  
PLATTED BY R. B. DATE 10/29/68

EXHIBIT A

STATE OF OREGON,  
County of Klamath  
Filed for record at request of  
Ashley A. Poust

on this 4th day of April A.D. 19 69  
at 12:30 o'clock P. M. and duly  
recorded in Vol. M-69 of Deeds  
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Wm D. MILNE, County Clerk  
By James E. D. Deputy  
Fee \$6.00