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COCK
VOL. 170 PAGE 8990

EASEMENT
(Public Agency)

OCT 7 2 51 PM 1970
THIS EASEMENT, dated this 25 day of August, 1970
from the UNITED STATES OF AMERICA, acting by and through the
Forest Service, Department of Agriculture, hereinafter called
"Grantor" to Klamath County, State of Oregon, hereinafter called
"Grantee."

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement
under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C.
532-538), for a road over certain lands or assignable easements
owned by the United States in the County of Klamath, State of
Oregon, and administered by the Forest Service, Department of
Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement
for a public road and highway along and across a strip of land,
hereinafter defined as the "right-of-way" over and across the
lands in the County of Klamath, State of Oregon, as described on
Exhibit B attached hereto.

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

The right-of-way is shown and specifically described on the
plat attached hereto and made a part hereof.

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This grant is made subject to the following terms, provisions and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.
2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation and maintenance of a highway and does not include the grant of any rights for non-highway purposes or facilities: Provided, That the right of the Forest Service to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided Further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.
3. Any reconstruction of the highway situated on this right-of-way will be in accordance with plans, specifications, and written stipulations approved by the Regional Forester prior to beginning such reconstruction.
4. Consistent with highway safety standards, the Grantee shall:
 - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
 - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and Grantee prior to completion of the highway and the Grantee shall maintain all terracing, water bars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.

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5. The Grantee shall:

Establish no borrow, sand, or gravel pits, stone quarry, or permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depot or disposal areas within the right-of-way unless shown on approved construction plans, without first obtaining approval of the Regional Forester.

6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest of the property herein granted, or any part thereof, that the covenants set forth below shall attach to and run with the land:

(a) That the described property, and its appurtenant areas and its building and facilities, whether or not on the land herein granted, will be operated as a public road, in full compliance with title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land herein conveyed.

In the event of a breach of any of the conditions set forth above, all right, title, and interest in and to the above described property shall, at the option of the Grantor, revert to and become the property of the United States of America, which shall have an immediate right of entry thereon, and the Grantee, its successors or assigns, shall forfeit

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all right, title, and interest in and to the above described property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Grantor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect.

The Chief, Forest Service may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, The Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act above-mentioned, the Delegation of Authority and Assignment of Functions by the Secretary of Agriculture dated November 27, 1964, 29 Fed. Reg. 16210, the Delegation of Authority by the Chief, Forest Service, dated September 30, 1963, 28 Fed. Reg. 10828, and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, 30 Fed. Reg. 5647, the provisions of which have been complied with), on the day and year first above-written.

UNITED STATES OF AMERICA

By *L. H. [Signature]*
Acting Regional Forester
Forest Service
Department of Agriculture

APPROVED: KLAMATH COUNTY, OREGON

ATTEST: *[Signature]*
County Clerk
Klamath County, Oregon

[Signature]
CHAIRMAN OF THE BOARD

[Signature]
COUNTY COMMISSIONER

[Signature]
COUNTY COMMISSIONER

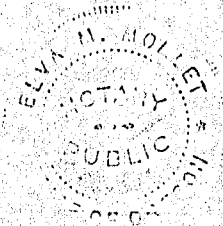
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State of Oregon)
County of Multnomah) ss.

On this day personally appeared before me R.A. Resler
to me known to be the identical individual described in and who
executed the same as his free and voluntary act and deed, for the
uses and purposes therein mentioned.

Given under my hand and seal this 27 day of August
1970.



Elva M. Mollet
Notary Public in and for the State of
Oregon
Residing at Portland
My commission expires 10/20/70

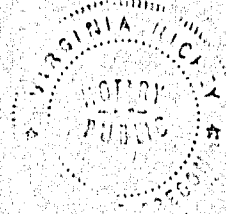
STATE OF OREGON)
County of Klamath) ss.

Be IT REMEMBERED THAT on this 29 day of September, 1970, before
me, the undersigned, appeared George C. Flitcraft, Chairman of the Board, and
S. Warren and Ellen Clark

the County Commissioners, respectively, to me personally known, who being duly sworn,
did say that he, the said George C. Flitcraft, is the duly elected, qualified
and acting Chairman of the Board of County Commissioners of Klamath County, Oregon,
and that they, the said S. Warren and Ellen Clark

are the duly elected, qualified and acting Commissioners, respectively, of said County
and State; and that the seal affixed to said instrument is that of said County and
State; and said Chairman and said two Commissioners acknowledge said instrument to be
the free act and deed of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first in
this, my certificate, written.



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Virginia Beckey
Notary Public for Oregon

My Commission expires September 23, 1972

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Description of Land across which the United States of
America grants the easement more particularly described
in the plat designated Exhibit A.

T. 38 S., R. 6 E., W.M.

Section 21, SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$

A portion of the easement granted by this instrument is over the ease-
ment granted by Weyerhaeuser Company to the United States on April 4,
1969 and recorded in Vol M69, Page 4763 of the Deed Records of Klamath
County, Oregon.

EXHIBIT B

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Exhibit "A"

File Designation 5460

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Right - of - Way Plat
SPENCER CREEK ROAD
Rights of Way Acquired
Winema National Forest
Klamath Ranger District
Klamath County, Oregon
3800 Road Number
Sec. T.38.S. R.6.E. W.M.

BEARING AND
S 56°33' E
PI #12 PC 397+85.97
PT 401+91.58
N 78°50' E
PC 408+15.96
PT 413+50.13
S 47°45' E
PC 420+46.68
PT 423+65.01
S 28°39' E
PC 425+47.82
PT 429+53.27
S 73°15' E
PC 429+68.30
PT 432+17.11

Δ 44°37'
D 213.71
L 405.61

Δ 53°25'
D 10°00'
L 288.27

Δ 19°06'
D 6°00'
L 180.66

Δ 44°36'
D 11°00'
L 213.62

Δ 17°25'
D 7°00'
L 125.37

NOTE:
ORIGIN OF BEARINGS BASED
ON SOLAR OBSERVATION

S 55°50' E
PC 433+60.55
PT 437+39.30
S 73°15' E
PC 443+38.01
PT 446+38.01
S 70°15' E
PC 476+66.06
PT 485+34.81
S 35°30' E
PC 522+58.14
PT 530+53.56
S 67°19' E
PC 535+28.52
PT 541+78.52
BEARING AND
S 57°34' E
EOP 567+92.3

Δ 17°25'
D 1°00'
L 190.49

Δ 3°00'
D 1°00'
L 1500.3

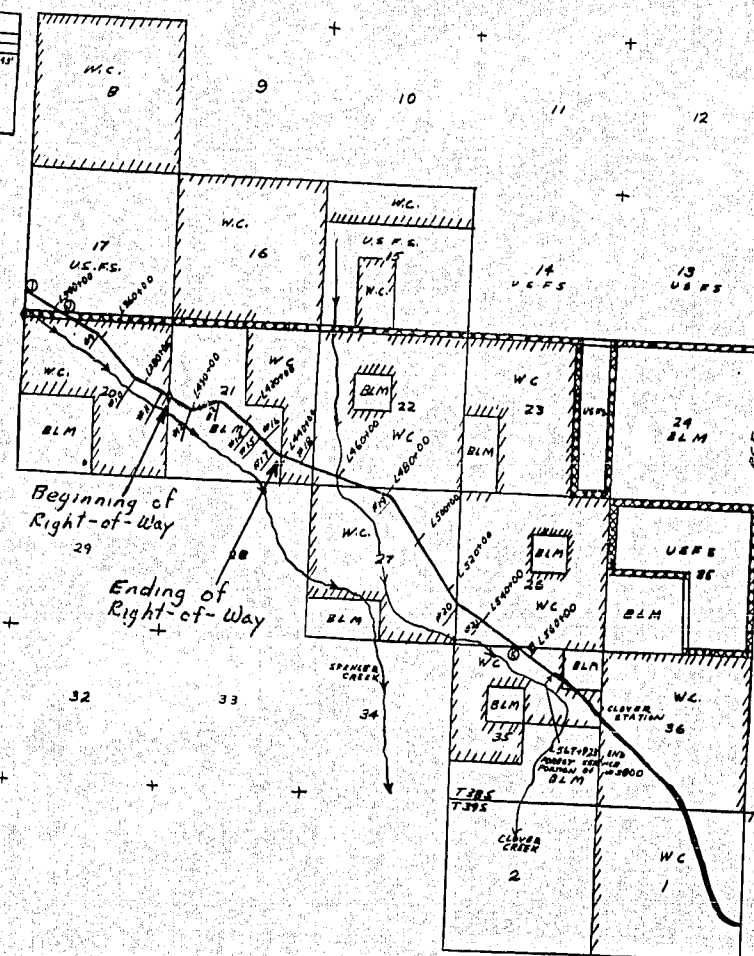
Δ 34°45'
D 4°00'
L 868.75

Δ 31°49'
D 4°00'
L 795.42

Δ 9°45'
D 1°30'
L 325.78

Δ 650.00

RIGHT OF WAY WIDTH	RIGHT OF WAY WIDTH
431+01 to 440+00 43'	437+01 to 447+02 13'
443+00 to 470+00 43'	
470+00 to 488+00 43'	
488+00 to 521+00 43'	
521+00 to 527+00 43'	
527+00 to 567+92 43'	



Scale



Method of Survey TRANSIT & CHAIN

Surveyed by: F. O. WOOD

Date: 7-60

Drawn by: LINDA TONEY

Date: 8-1-69

Recommended by: Tom M. Harris
Forest Engineer

Date: 8-6-69

Approved by: E. J. Russell
Asst. Forest Supervisor

Date: 8-7-69

STATE OF OREGON, COUNTY OF KLAMATH, ss.

Filed for record at request of Klamath County

this 7th day of October A. D. 1970 at 2:51 o'clock P. M., and duly recorded in

Vol. M70 of Deeds on Page 8990

WM. D. MILNE, County Clerk

By Cynthia Milne