

RIGHT-OF-WAY EASEMENT DEED - CORPORATION

THIS EASEMENT, dated this 13 day of October, 19 70, from Klamath Lumber Co., a corporation of the State of Oregon, hereinafter called "Grantor", to the United States of America, hereinafter called "Grantee",

WITNESSETH:

Grantor, for and in consideration of four hundred fifty dollars (\$450.00) 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.

NW1/4NW1/4 and S1/2NW1/4, Section 28, T.34S., R.13E., W.M.

all as shown approximately 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 variable feet 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 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:

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.

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.

Certified Correct as to description,
conditions and consideration

Date 9-22-70

Title History, Forest Service

OCT 13 12 49 PM 1970

NOV 15 9 12 AM 1970

It is agreed that the Grantor shall have the right to use the road hereinafter 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 controlled, 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.

J. G. Hannigan
By President
(Title)

(Seal)
Attest:
C. F. Johnson
Assistant Secretary
State of OREGON)
County of KLAMATH) ss.

On this 13 day of OCTOBER, 19 70, before me the undersigned, a Notary Public in and for said county and State, personally appeared J. G. HANNIGAN and C. F. JOHNSON, known to me to be the PRESIDENT and ASSISTANT SECRETARY of KLAMATH LUMBER CO., 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 DIRECTORS.

WITNESS my hand and Official Seal,

Patricia L. Larson
Notary Public in and for said
County and State.
My commission expires 10/9/71

FREMONT NATIONAL FOREST - HUCKLEBERRY DRAW ROAD #34045

SEC. 28, T.34S., R.13E., N.M.

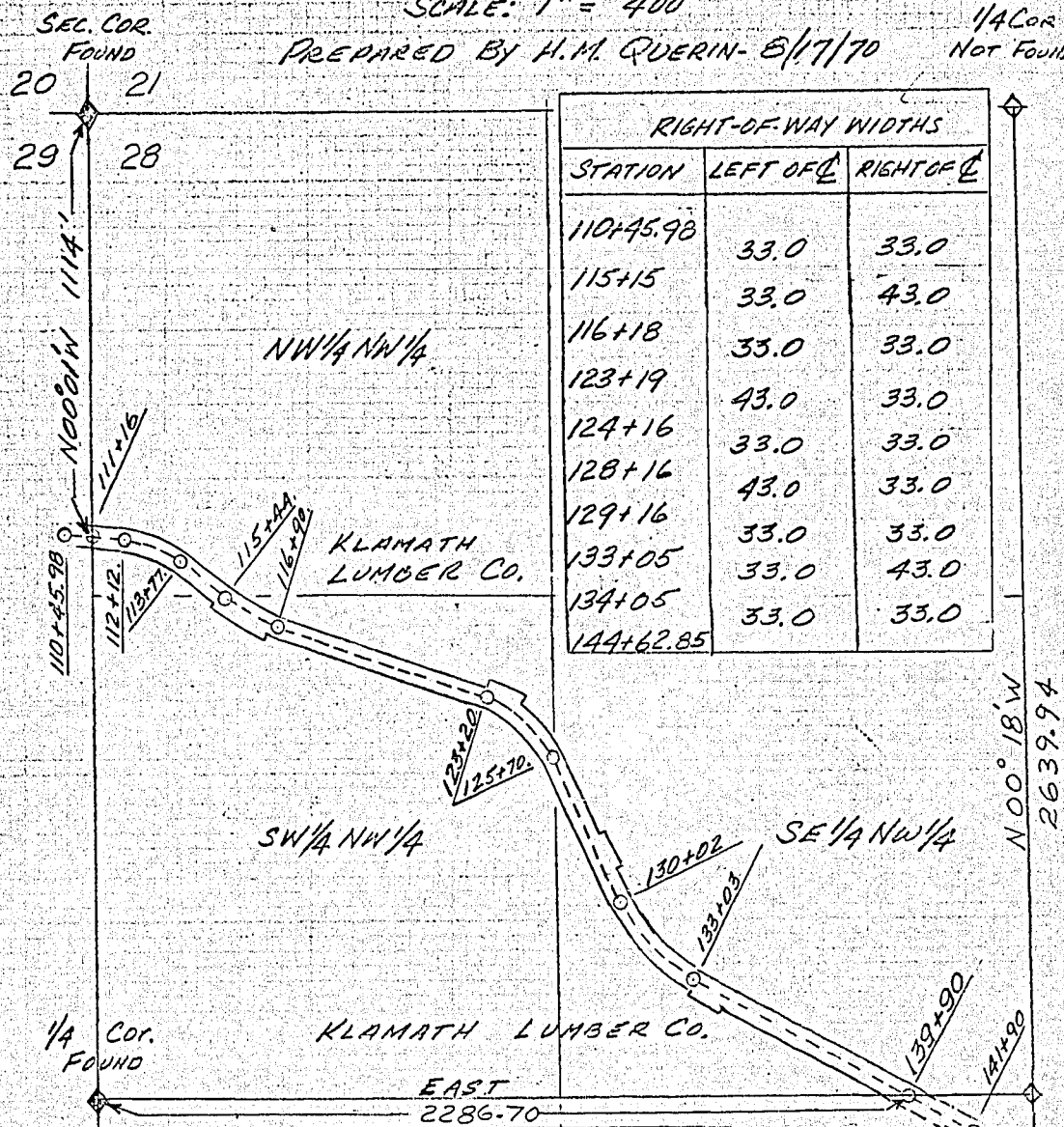
EXHIBIT A

KLAMATH COUNTY, OREGON

KLAMATH LUMBER CO. OWNER

SCALE: 1" = 400'

PREPARED BY H.M. QUERIN - 8/17/70

1/4 COR
NOT FOUND

RIGHT-OF-WAY WIDTHS		
STATION	LEFT OF C	RIGHT OF C
110+45.98	33.0	33.0
115+15	33.0	43.0
116+18	33.0	33.0
123+19	43.0	33.0
124+16	33.0	33.0
128+16	43.0	33.0
129+16	33.0	33.0
133+05	33.0	43.0
134+05	33.0	33.0
144+62.85	33.0	33.0

TRAVERSE TABLE							
STATION	BEARING	DIST.	D	A	R	T	L
110+45.98	S 86° 6' 56" E	166.57					
112+12.55			20°	32° 52' 48" RT	286.48	84.53	164.40
113+76.95	S 53° 14' 08" E	167.67					
115+44.62			12°	17° 31' 34" LT	477.46	73.60	146.05
116+90.67	S 70° 45' 42" E	527.46					
123+20.12			18°	44° 54' 30" RT	319.31	131.55	249.49
125+69.62	S 25° 51' 12" E	432.93					
130+02.54			12°	36° 05' 53" LT	477.46	155.59	300.82
133+03.36	S 61° 57' 05" E	887.13					
141+90.49							

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9161

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
U. S. Forest Service

on this 13th day of October A. D. 19____
at 12:48 o'clock P. M. and duly
recorded in Vol. M 70 of Deeds
Page 9158

WM. D. MILNE, County Clerk

Fee \$6.00

By *Phyllis K. Keady* Deputy.

Ret to:
Forest Supervisor
Fremont National Forest
P. O. Box 551
Lakeview, Oregon 97630

TO
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reve
heirs
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