

50392

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RIGHT-OF-WAY EASEMENT DEED - CORPORATION
(Raw Land)

11989

THIS EASEMENT, dated this 29th day of MARCH, 1971, from Gilchrist Timber Company, 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 \$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.

Lot 5, Section 4, Township 26 South, Range 11 East of the Willamette Meridian 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:

- 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.

Certified Correct as to description,
contents and consideration.

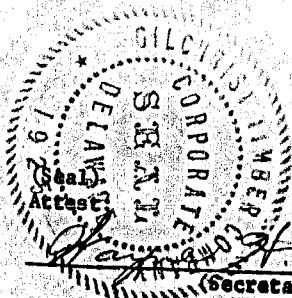
Date 3/29/71 Title Forest Service

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 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.



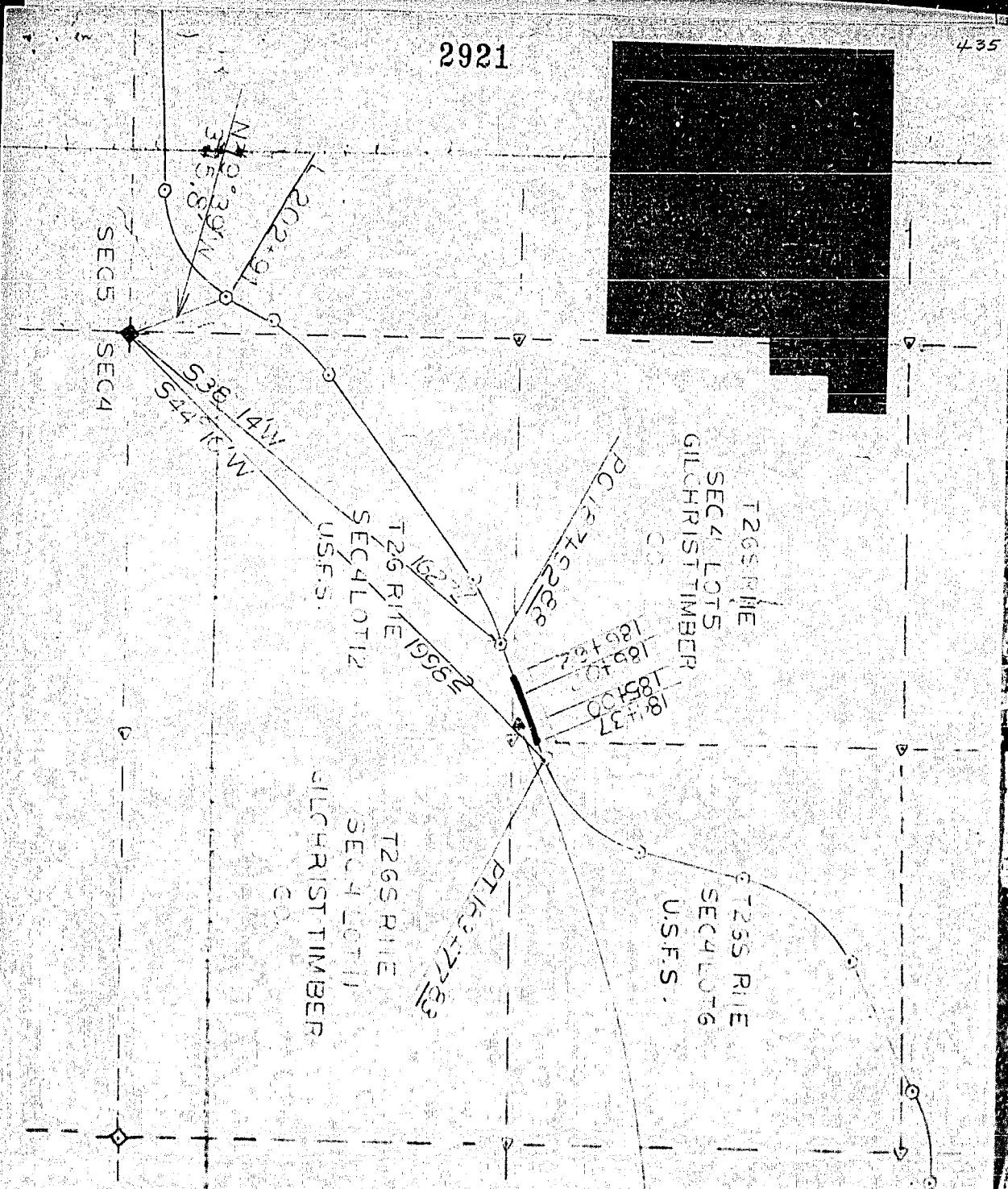
Gilchrist Timber Company
By Frank R. Gilchrist
(Title) Pres.

State of OREGON)
County of KLAMATH) ss.

On this 29 day of MARCH, 1971, 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 PRES. and SEC. of GILCHRIST TIMBER CO., the PERSONS that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the COMPANY therein named, and acknowledged to me that such PERSONS executed the within instrument pursuant to its bylaws or a resolution of its BOARD OF DIRECTORS.

WITNESS my hand and Official Seal,

Steve R. Omer
Notary Public in and for said
County and State.
My commission expires My Commission Expires Oct 5, 1974



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STATE OF OREGON,
County of Klamath } ss.

Filed for record at request of:
U. S. Department of Agrl. Forest Service
on this 7th day of April A. D. 19 21
at 11:38 o'clock A. M. and duly
recorded in Vol. 271 of Meads
Page 2919

WM. D. MINE, County Clerk
By *Lyndell W. Goff* Deputy

Fee \$4.50

W3CORTAGON 2 INCH PINE
WITH NAIL HOLE ON LOCATION
COMMON TO LOTS 5-6-11-12
BY GILCHRIST TIMBER CO.

- APPROX 1/5 COR.
- PROJECTED 1/5 COR.
- PROJECTED 1/4 COR.
- FOUND 1/4 COR.

5460 RIGHTS-OF-WAY
FOREM. NATL FOREST
KLAMATH COUNTY
DRT CREEK ROAD 2517
GILCHRIST TIMBER CO.
SCALE: 1" = 40'

together with all the tenements
watering apparatus, now or
and together with all waters
duits and rights of way thereon
grazing rights (including right
issued in connection with or
with all rules, regulations and
and will execute all waivers and
transfer, assign or otherwise dis-

SUBJECT TO