

73813

RIGHT-OF-WAY EASEMENT DEED - CORPORATION

THIS EASEMENT, dated this 1st day of March, 19 73,
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:

S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 34; S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 35;
T. 23 S., R. 9 E., W.M.

SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 2; N $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 3; T. 24 S., R. 9 E., W.M.

all as shown on the plats 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 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 sub-
sequent 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 herein-
after 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 protec-
tion, 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 main-
tain 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 mem-
bers of the public.

- B. Grantee shall have the right to cut timber upon the premises to
the extent necessary for constructing, reconstructing, and main-
taining 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.

Verified correct as to consideration,
description and conditions.

3/2/73

Philip H. Minahan

125 11 16 11 W/3

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 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.



Brooks-Scanlon, Inc.

By

Michael P. Hollen

Title President

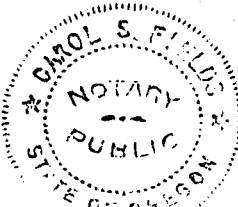
(Seal)
Attest:

Marvin C. May
(Treasurer)

State of Oregon)
County of Deschutes) ss

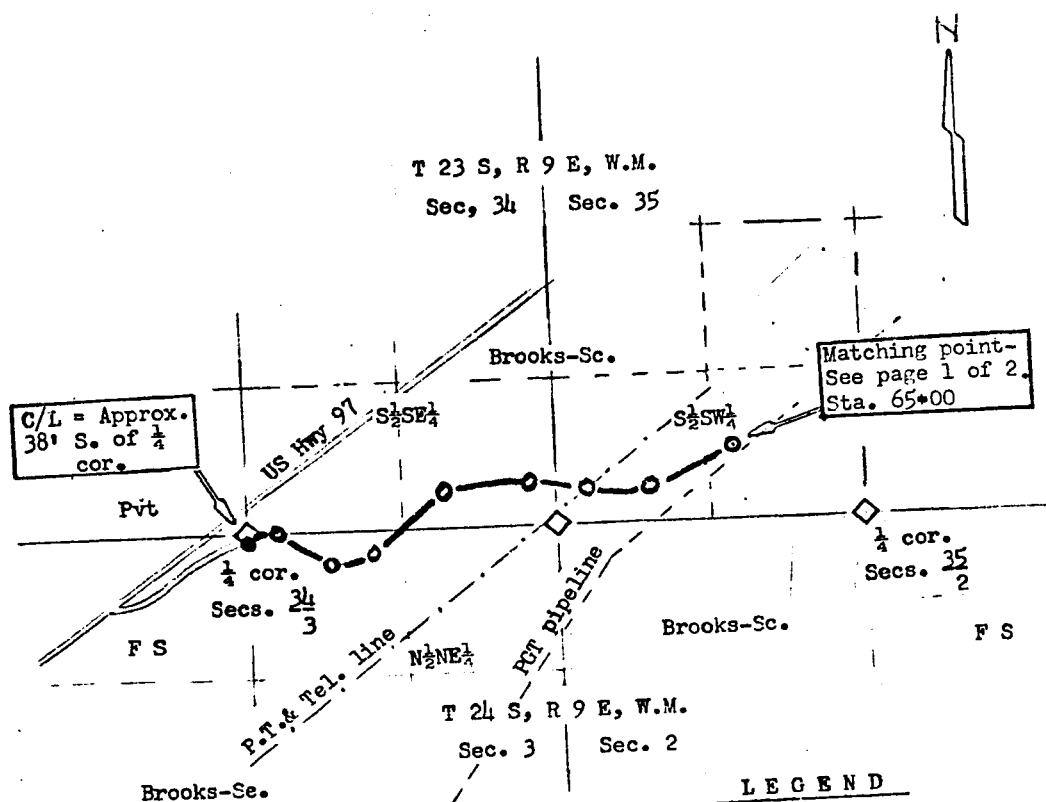
On this 1st day of March, 19 73, before me the undersigned a notary public in and for said County and State, personally appeared Michael P. Hollen and Marvin C. May, known to me to be the President and Treasurer of Brooks-Scanlon, Inc. the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation, therein named, and acknowledged to me that such persons executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and Official Seal,



Carol S. Fields
Notary Public in and for said County and State

My Commission expires 6/12/76



LEGEND

- ◊ Accepted section & 1/4 corners
- C/L, R/W Acquired, 66' width, (existing Road #2320.1)
- ≡ Existing roads

Scale: 4 inches = 1 mile

Drafted by: *P/ro* Date *2/24/73*

Approved by: *FEL* Date *2/21/73*
Forest Engineer

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
U.S. DEPT. OF AGRICULTURE FOREST SERVICE
on this 5th day of MARCH A. D., 19 73
at 11:16 o'clock A. M. and duly
recorded in Vol. M 73 of DEEDS
Page 2273

WM. D. MILNE, County Clerk.

By *Razal Drazal* Deputy.
Fee \$ 8.00

EXHIBIT A

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 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.



Brooks-Scanlon, Inc.

By

Michael P. Hollerger

Title President

(Seal)
Attest:

Martin C. May
(Treasurer)

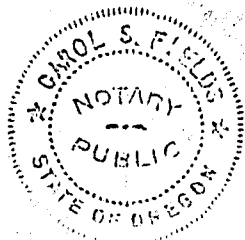
State of Oregon)

) ss

County of Deschutes)

On this 1st day of March, 19 73, before me the undersigned a notary public in and for said County and State, personally appeared Michael P. Hollerger and Martin C. May, known to me to be the President and Treasurer 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 persons executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and Official Seal,



Carol S. Fields
Notary Public in and for said County and State

My Commission expires 6/12/76