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## EASEMENT

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THIS EASEMENT, dated this 29 day of October, 1975,  
from the UNITED STATES OF AMERICA, acting by and through the  
Forest Service, Department of Agriculture, hereinafter called  
Grantor, to KLAMATH COUNTY, OREGON, a Subdivision of the 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 following  
described lands in the County of Klamath, State of Oregon.

## PARCEL 1

A strip of land of variable width traversing the following  
described real property:

NE $\frac{1}{4}$ NW $\frac{1}{4}$  in Section 35, Township 34 South, Range 7 East,  
of the Willamette Meridian

## PARCEL 2

A strip of land 100 feet in width traversing the following  
described real property:

N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$  in Section 19, Township 34 South, Range 8 East,  
of the Willamette Meridian

## PARCEL 3

A strip of land 80 feet in width traversing the following  
described real property:

NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$  in Section 29, Township 34 South, Range 8 East,  
of the Willamette Meridian

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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 or any segment of such roads or highways.

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

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 in accordance with approved plans, specifications, and stipulations described in the following conditions numbered 3 and 4 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 nonhighway 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. The design and construction of the highway project situated on this right-of-way will be in accordance with plans, specifications, and written stipulations approved by the Forest Supervisor and on file in his office.
4. Any reconstruction of the highway situated on this right-of-way will be in accordance with plans, specifications, and written stipulations approved by the Forest Supervisor prior to beginning such reconstruction.



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5. 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 Forest Supervisor and Grantee prior to completion of the highway and the Grantee shall maintain all terracing, waterbars, leadoff 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.

6. The Grantee shall:

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

7. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Forest Supervisor. 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.

8. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property herein granted or any part thereof, that the covenant 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 nor on the land therein 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

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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 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 by the Secretary of Agriculture to the Assistant Secretary for Conservation, Research, and Education, the Delegation of Authority by the Assistant Secretary for Conservation, Research, and Education to the Chief, Forest Service, effective June 6, 1973, (38 F.R. 14944), the Delegation of Authority by the Chief, Forest Service, dated June 5, 1968 (33 F.R. 8552), and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, (30 F.R. 5647), the provisions of which have been complied with), on the day and year first above written.

UNITED STATES OF AMERICA

By Robert M. Beeman  
Acting Regional Forester  
Forest Service  
Department of Agriculture

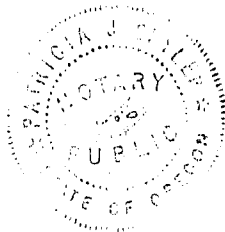


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State of Oregon )  
 ) ss.  
County of Multnomah)

On this 29 day of October, 1975, before me, a Notary Public within and for said State, personally appeared Robert M. Beeman, Acting Regional Forester, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he is the Acting Regional Forester, Forest Service, Department of Agriculture, and that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Patricia J. Skyles  
My commission expires 10/23/78

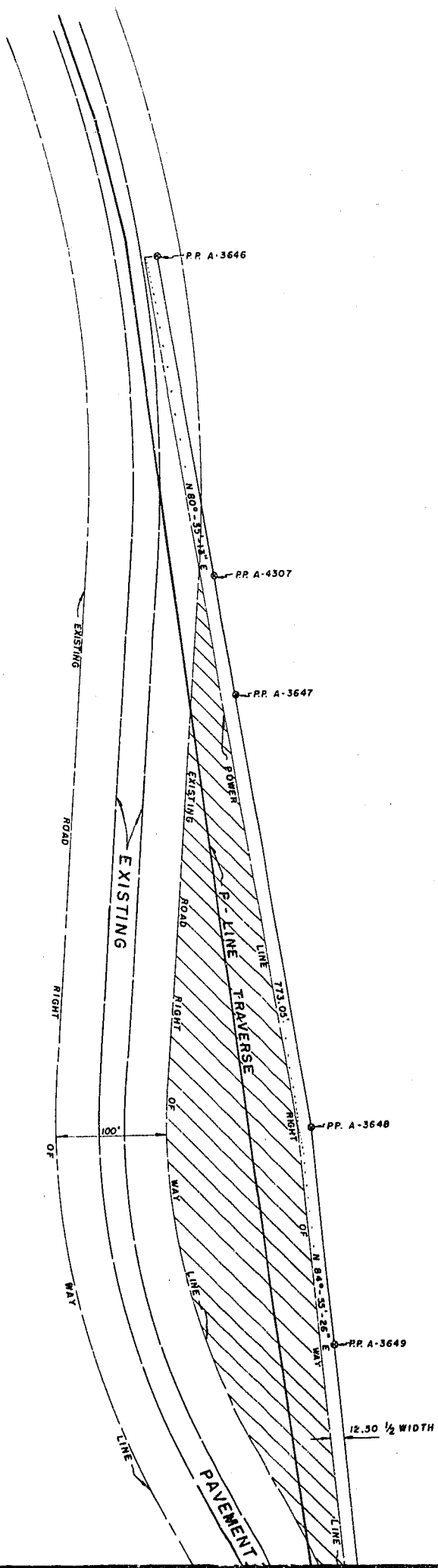
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# PROPOSED RE-ALIGNMENT OF THE CHILOQUIN- SPRAGUE RIVER HIGHWAY

NE 1/4, NW 1/4, SEC. 35, T. 34 S., R. 7 E. W. M.  
KLAMATH COUNTY, OREGON  
SCALE 1" = 100'  
BASIS OF BEARINGS, R.O.S. NO. 2035  
DATE, OCTOBER 16, 1975  
PARCEL 1

U.S.

U.S.



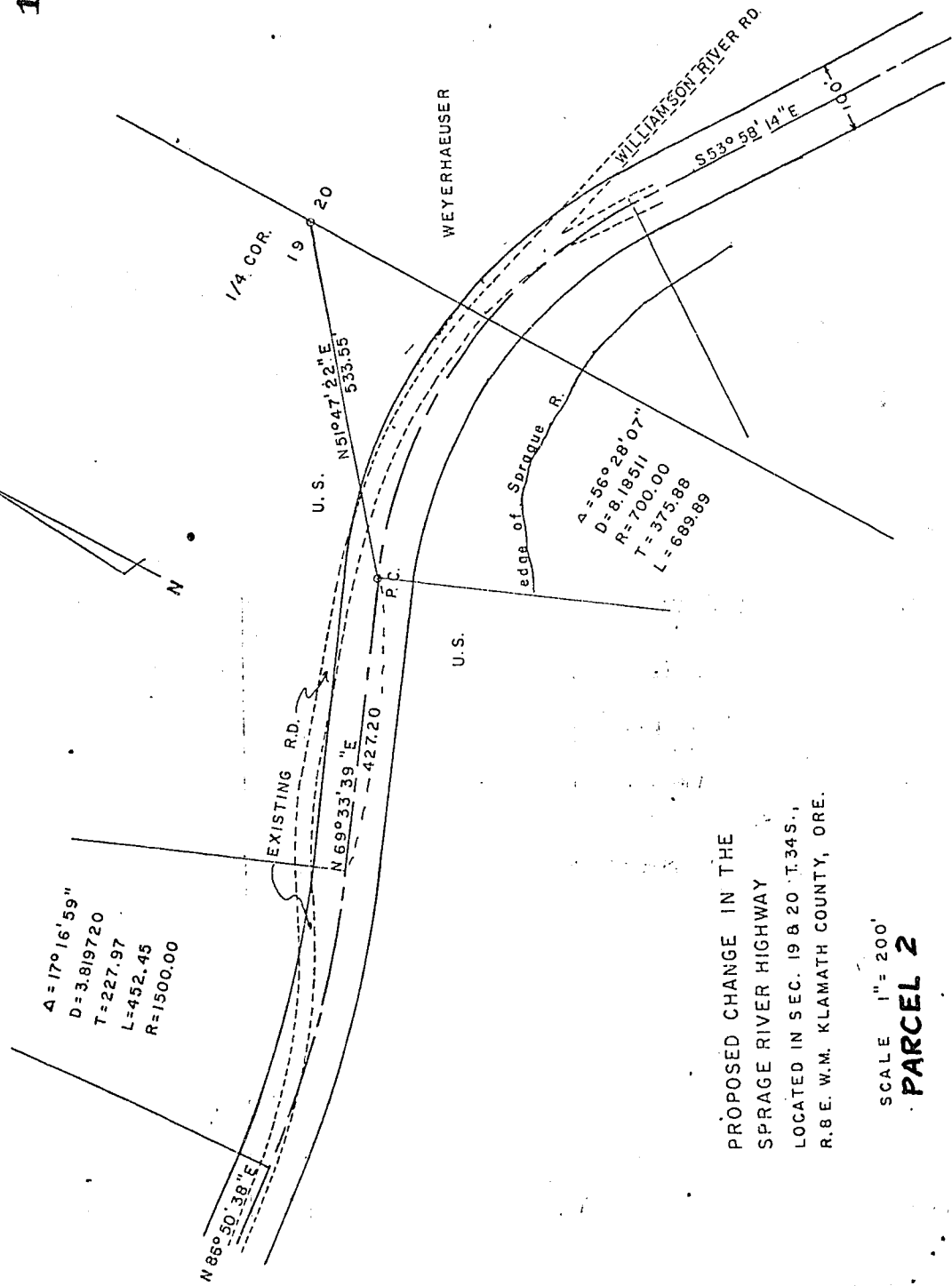


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PROPOSED CHANGE IN THE  
SPRAGUE RIVER HIGHWAY  
LOCATED IN SEC. 19 & 20 T.34S.,  
R.8 E. W.M. KLAMATH COUNTY, ORE.

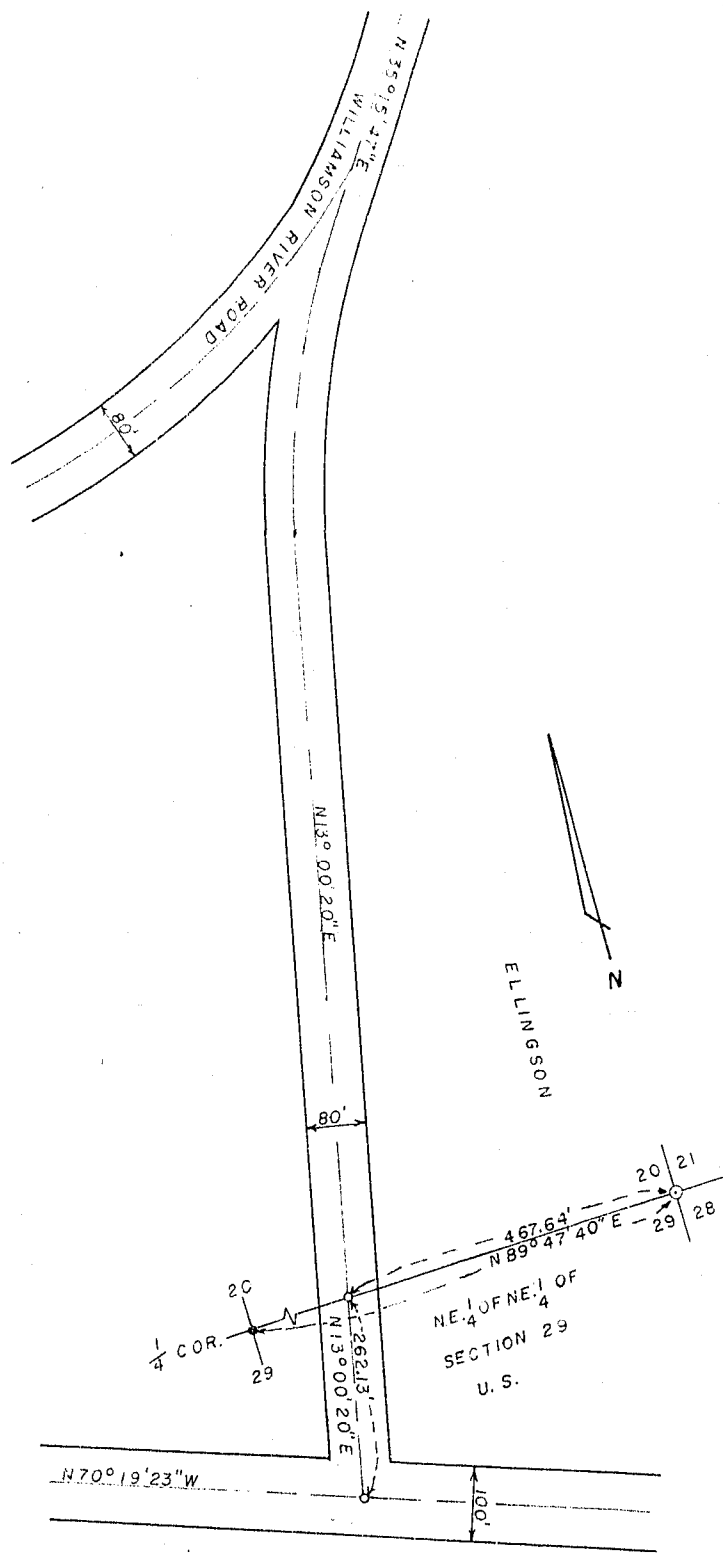


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PROPOSED CHANGE IN THE  
WILLIAMSON RIVER ROAD  
LOCATED IN SECTIONS 20 & 29, T34S.  
R8E, W.M., KLAMATH COUNTY, ORE.

SCALE 1" = 200'  
PARCE 3

SPRAGUE RIVER ROAD



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of U. S. OF AMERICA FOREST SERVICE  
this 13th day of NOVEMBER A. D., 1975 at 9:08 o'clock A. M., and duly recorded in  
Vol. M-75, of DEEDS on Page 14222

NO FEE

By WM. D. MILNE County Clerk  
Hazel Drayton Deputy

James D. Bocchi, Secretary and Loan Ass.  
of said corporation, and that  
of said corporation, and that  
Bocchi and Mary Bothwell acknowledged  
deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and year last above written.

STATE OF OREGON

Notary Public

W. D. Milne  
540 Main St.  
E.