

A-28353

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Vol. 111 Page 15442

Original

RIGHT-OF-WAY EASEMENT DEED - CORPORATION

THIS EASEMENT, dated this 21st day of July,
19 77, 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 ex-
isting 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:

E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 3, T. 24 S., R. 8 E., W.M.

all as shown 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 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 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

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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.
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 CFR 212.7(a)(1) and (2), the bearing of road maintenance costs proportionate to use as provided in 36 CFR 212.7(d), and the sharing of the cost of construction or reconstruction proportionate to use, as provided in 36 CFR 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.

15444

3

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 Leo M. Hopper Leo M. Hopper
Title Vice President

By T. S. Young T.S. Young
Title Timberlands Mgr.

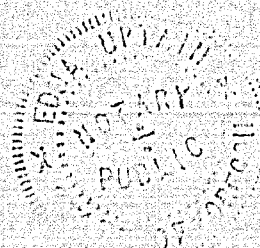
(Seal)

State of OREGON)
County of DESCHUTES) ss.

On this 21st day of July, 19 77, before me the undersigned, a Notary Public in and for said County and State, personally appeared Leo M. Hopper and T.S. Young, known to me to be the Vice President and Timberlands Mgr. of Brooks-Scanlon, Inc., the persons 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 Board of Directors.

WITNESS my hand and Official Seal,

Edna Uptain
Notary Public in and for said
County and State.

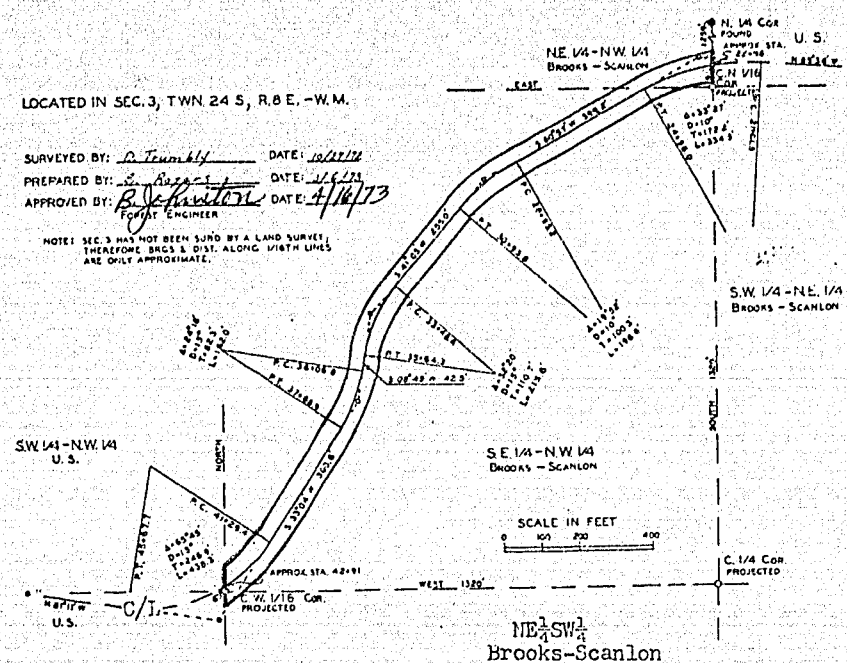
My commission expires 1-26-79

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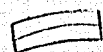
LOCATED IN SEC. 3, T24 S, R8 E. - W.M.

SURVEYED BY: D. Trumbly DATE: 10/21/72
 PREPARED BY: S. R. Ragsdale DATE: 1/6/73
 APPROVED BY: B. J. Hurlburt DATE: 4/14/73
 COUNTY ENGINEER

NOTE: SEC. 3 HAS NOT BEEN SURVEYED BY A LAND SURVEY
 THEREFORE, BROOKS & DIST. ALONG 1/4TH LINES
 ARE ONLY APPROXIMATE.



LEGEND



R/W Acquired, 66' width
 (road to be constructed)

R/W contains 3.02 acres more or less

Return to:

5460 Right-of-Way Acquisition
 South Ringo Road No. 2304
 Brooks-Scanlon, Inc.
 Deschutes NF, Crescent District
 Klamath Falls, Oregon

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 22 day of Aug, A.D., 1977 at 3:27 o'clock P M., and duly recorded in Vol. 177, of Deeds on Page 15442

FEE 12.00

WM. D. MILNE, County Clerk

By Clayton Bush Deputy