

83973

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RIGHT-OF-WAY EASEMENT DEED - CORPORATION

THIS EASEMENT, dated this 21 day of April, 19 80, 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 seven hundred dollars (\$700) 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:

NW $\frac{1}{4}$ SE $\frac{1}{4}$, sec. 25, T. 25 S., R. 7 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 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.

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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 261.12, 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 at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such determination, 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 Leo M. Haggan

Title Vice President, Operations and Sales

(Seal)
Attest:

[Signature]

State of Oregon)
 County of Deschutes) ss.

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On this 21st day of April, 19 80, before me the undersigned,
 a Notary Public in and for said County and State, personally appeared
Leo M. Hopper and Garlan R. Lundgren, known to me
 to be the Vice President and Ass't. Sec/Treas. of Brooks-Scanlon, Inc.
 the Company 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
 or a resolution of its Board of Directors

WITNESS my hand and Official Seal,

Patricia A. Bricker
 Notary Public in and for said
 County and State.

My commission expires 12/9/83

Return to

Deschutes Nat. Forest

211 N.E. River

Pend. Co. 97701

• COR. FD., VERIFIED BY G.L.O. RECORDS
 • THE ENGINEER'S SURVEY

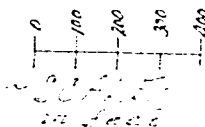
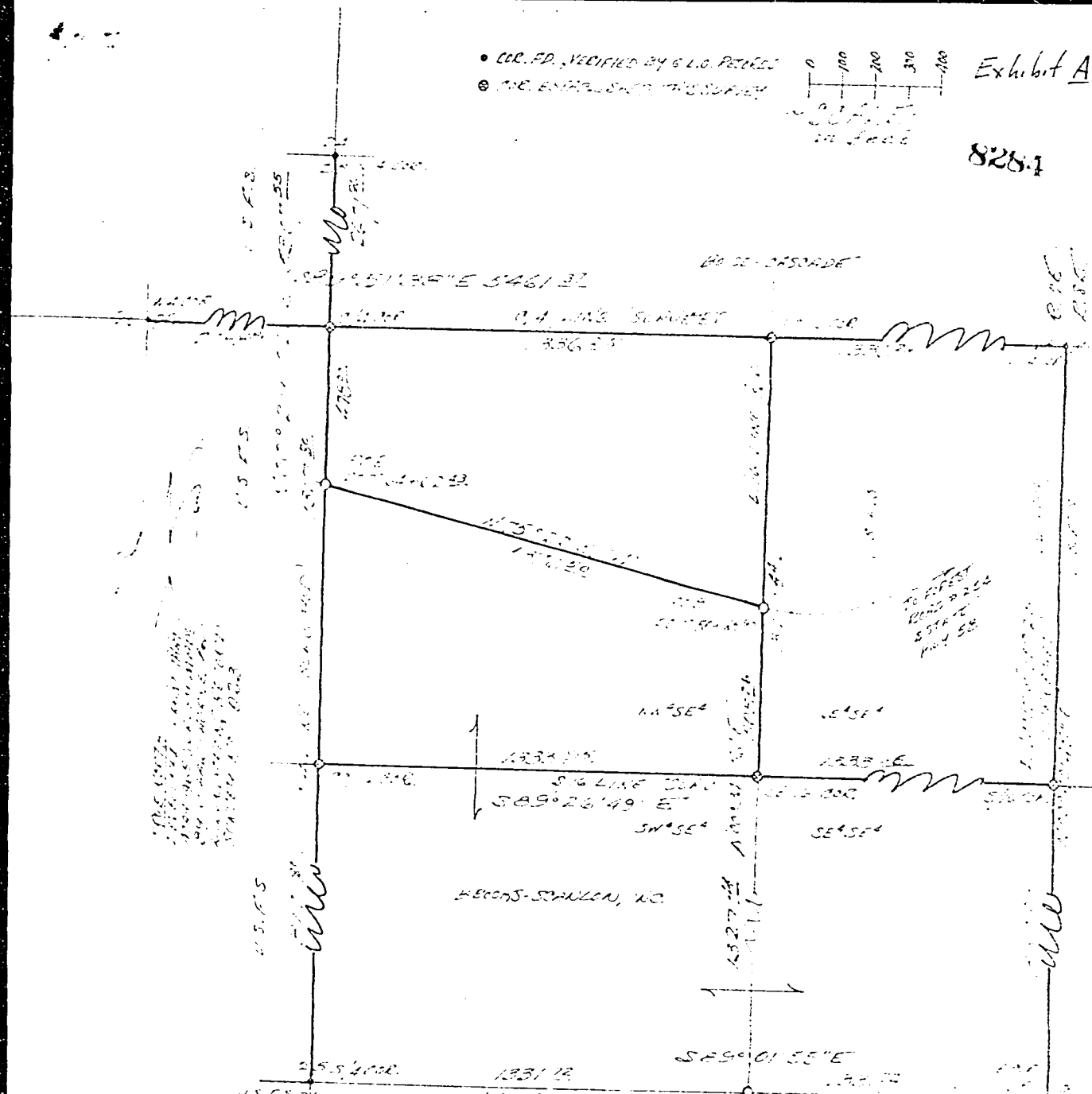


Exhibit A

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5460 RIGHTS OF WAY ACQUIRED ~ DESCHUTES NATIONAL FOREST
 FOREST ROAD # 254-M OVER & ACROSS LANDS OF BRIGGS-SEANLON, INC.
 SITUATE IN THE NW 1/4 SE 1/4 of SEC. 25, T. 25S., R. 7E., W. 1M., KLAMATH CO., OREGON
 BEING A STRIP OF LAND 66 FEET IN WIDTH, LYING 33 FEET ON EACH SIDE
 OF THE CENTERLINE AS PLATTED TO BE CONSTRUCTED, CONTAINING
 ABOUT 2.09 ACRES.

SURVEYED 1977-78/PLATTED JAN. 1978 BY RAYMOND E. OMAN, P.L.S.

4 JAN. 1978
[Signature]

REVIEWED BY: *[Signature]* 2/21/79
 FOREST ENGINEER DATE

APPROVED BY: *[Signature]* 8/1/79
 FOREST SUPERVISOR DATE

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 6th day of
May A.D., 19 80 at 9:21 o'clock A M., and duly recorded in Vol. M80
 of Deeds on Page 8281.

FEE \$14.00

WM. D. MILNE, County Clerk
 By *[Signature]* Deputy