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MTC-1396-144

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11851

RIGHT-OF-WAY EASEMENT DEED

THIS EASEMENT, dated this 5th day of July, 19 84, from Gilchrist Timber Company 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:

S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 5, T. 24 S., R. 9 E., W.M.

Said premises are 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 U.S. Department of Agriculture, Forest Service.

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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RECORDED CORRECT AS TO CONSIDERATION,
INFORMATION AND CONDITIONS.

9-7-84

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.

Gilchrist Timber Company

By C. F. Shotts

Title Vice President

(Seal)
Attest:

11856

James T. Bill
Secretary

State of OREGON)
County of KLAMATH) ss.

On this 5 day of July, 1984, before me the undersigned, a notary public in and for said County and State, personally appeared C. F. SACTIS and JAMES T. BILL known to me to be the Vice President and Secretary of ELKHART TIMBER, 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 corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

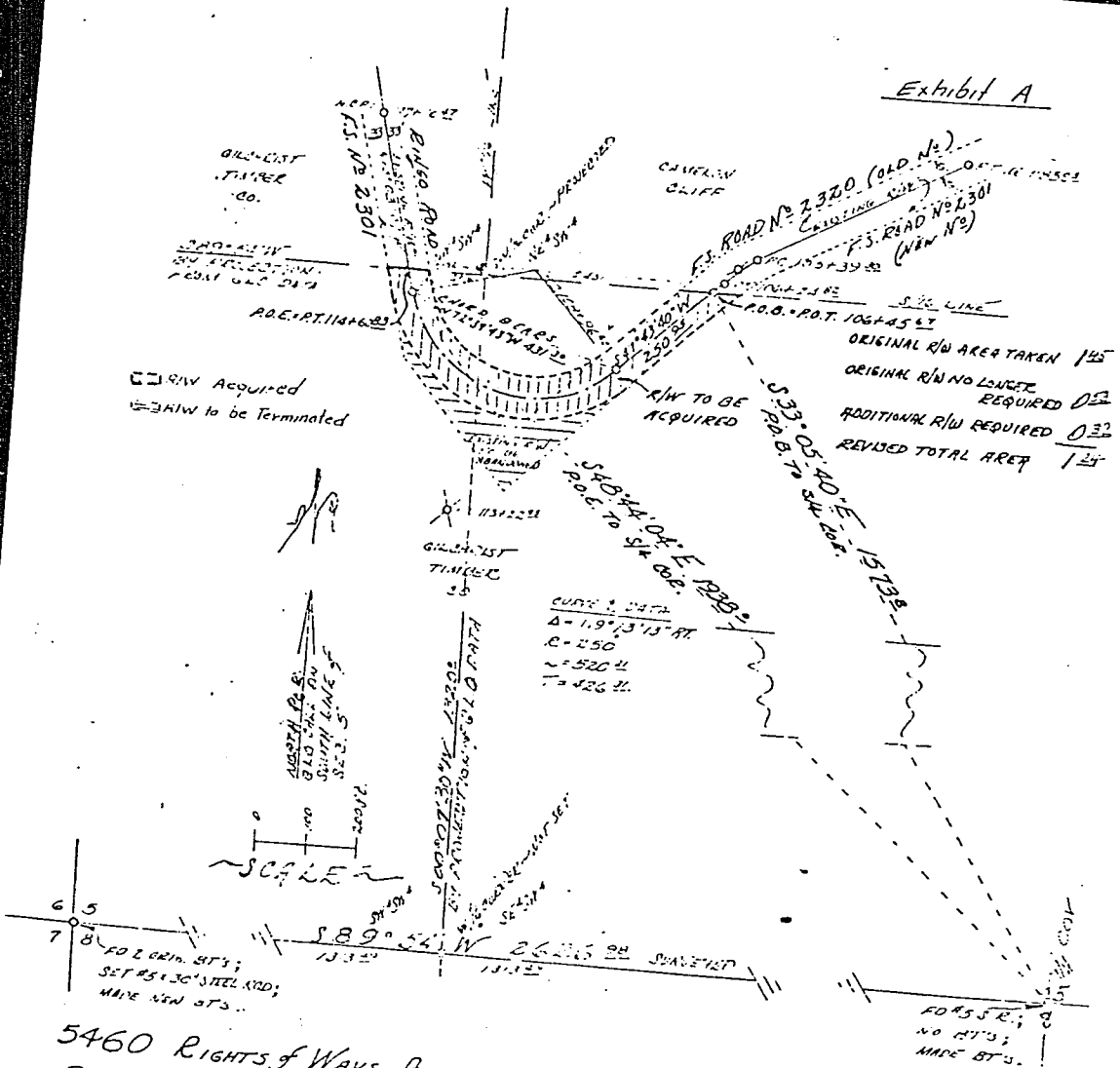
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Wayne A. East
Notary Public for the State of OREGON
residing at ELKHART, OR
My commission expires 9/8/87

Exhibit A

11857



5460 RIGHTS & WAYS ACQUIRED ~ UNITED STATES OF AMERICA
 Ringo Road, Forest Road #2301
 OVER & ACROSS LANDS of GILCHRIST TIMBER CO.
 SITUATE IN THE 3 1/2 SW 1/4 of SEC. 5, T. 24 S., R. 9 E., W. 11.,
 Klamath County, 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 1.25 ACRES

SURVEYED AUGUST 1976 / PLATTED OCTOBER 1977 BY RAYMOND E. OMAN, P.L.S.
 R/W DETAIL ADDED 27 JAN. 1978

Return:
 Mountain Title Co.
 Inc.
 Attn: Jean

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 RAYMOND E. OMAN
 702

RAYMOND E. OMAN
 115 23
 STATE OF
 OREGON
 LAND SURVEYOR

REVIEWED BY: William T. Monte FEB 6 '78
 FOREST ENGINEER DATE
 APPROVED BY: [Signature] 2/7/78
 ALTHA 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 13th day of July A.D., 1984 at 3:28 o'clock P M,
 and duly recorded in Vol. M84, of Deeds on page 11254.

Fee: \$ 16.00

EVELYN BIEHN, COUNTY CLERK
 by: [Signature], Deputy