

51012

Squaw Flat Road No. 11

EASEMENT

Vol. 1785 Page 11040

THIS EASEMENT, dated this 19th day of June, 1985, 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 lands in the County of Klamath, State of Oregon, as described on exhibit A attached hereto.

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 plat 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 and does not include the grant of any rights for nonhighway 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. Any reconstruction of the highway situated on this right-of-way will be in accordance with plans, specifications, and written stipulations approved by the Regional Forester prior to beginning such reconstruction.
4. 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.

Certified Correct as to description,
conditions and consideration.
Date April 24, 1985

File Realty

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- 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 Regional Forester and Grantee prior to completion of the highway and the Grantee shall maintain all terracing, water bars, 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.
5. The Grantee shall:
- Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and -maintenance facilities; camps, supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the Regional Forester.
6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. 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.
7. The Grantee does by the acceptance of this document covenant and agrees for itself, its assigns, and its successors in interest to the property here, 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 not on the land therein granted will be operated as a public road in full compliance with Title VI of 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 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 rights 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 assist in any one or more instances upon complete performance of any of the said

11042
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 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 Director of Lands, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the Delegation of Authority to the Chief, Forest Service, 7 CFR 2.60, and the Delegation of Authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

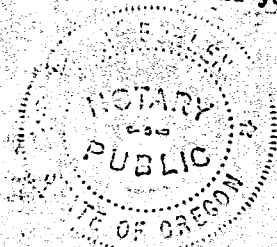
UNITED STATES OF AMERICA

Carlin B. Jackson
CARLIN B. JACKSON
Director of Lands
Forest Service
Department of Agriculture

STATE OF Oregon
COUNTY OF Multnomah ss.

On this 19th day of June, 1985, before me a Notary Public within and for said State, personally appeared Carlin B. Jackson the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he executed said instrument for Carlin B. Jackson, Director of Lands, Pacific Northwest Region, 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 purpose 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 first above written.



Dick Basler
Notary Public in and for the State of
Oregon, residing at Portland.

My commission expires:

4/26/88

11043

RIGHT-OF-WAY PLAT

WINEMA NATIONAL FOREST
CHILOQUIN RANGER DISTRICTKLAMATH COUNTY, OREGON
SEC. 4, 5, T. 37 S., R. 111/2 E.
SEC. 27, 28, 29, 32, & 33, T. 36 S., R. 10 E.
W.M.

ROAD NO. 11

SQUAW FLAT ROAD

DECLINATION = 20° EAST

