

Highway Division  
File 36302RETURN TO  
OREGON STATE HIGHWAY DIVISION  
RIGHT OF WAY SECTION  
STATE HIGHWAY BLDG. ROOM 119  
SALEM, OREGON 97310

64602

## HIGHWAY EASEMENT DEED

THIS DEED, made this 22nd day of July, 1986, by and between THE UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, Federal Highway Administration, hereinafter referred to as "Department", and the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, hereinafter referred to as "Grantee":

## WITNESSETH:

WHEREAS, Grantee has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C., Section 317) for the right-of-way of a highway over certain land owned by the United States in the State of Oregon, which is under the jurisdiction of the Department of Agriculture - Forest Service; and

WHEREAS, this transfer is further authorized under the provision of the Act of Congress approved October 15, 1966, (80 Stat. 931, 937, Section 6(a)(1)(A)); and

WHEREAS, the Regional Federal Highway Administrator, pursuant to delegations of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for a right-of-way for the Willamette Highway, Ore. No. 58; and,

WHEREAS, the Department of Agriculture, acting by and through the Forest Service, has agreed to the transfer by the Department of an easement over the land to Grantee:

NOW THEREFORE, Department, as authorized by law, does hereby grant to Grantee an easement for a right-of-way for the construction, operation, and maintenance of a highway and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described land of the United States within the Deschutes National Forest, County of Klamath, State of Oregon:

Willamette Meridian

## T. 23 S., R. 6 E. (Unsurveyed)

- Sec. 8; SW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$
- Sec. 9; S $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$
- Sec. 14; SW $\frac{1}{4}$
- Sec. 15; S $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$
- Sec. 16; N $\frac{1}{2}$ NE $\frac{1}{4}$
- Sec. 23; NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$
- Sec. 23; W $\frac{1}{2}$ SW $\frac{1}{4}$
- Sec. 25; NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$
- Sec. 36; NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$

## T. 24 S., R. 6 E.

- Sec. 1; Lot 5

T. 24 S., R. 7 E.

- Sec. 6; Lot 1, 2, 17  
Sec. 17; S $\frac{1}{2}$ SE $\frac{1}{4}$   
Sec. 20; NE $\frac{1}{4}$ NE $\frac{1}{4}$   
Sec. 21; W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$   
Sec. 27; W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$   
Sec. 28; NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$   
Sec. 34; SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$

T. 25 S., R. 7 E.

- Sec. 12; SW $\frac{1}{4}$ SW $\frac{1}{4}$   
Sec. 13; NE $\frac{1}{4}$ NW $\frac{1}{4}$

T. 25 S., R. 8 E.

- Sec. 19; NW $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$   
Sec. 29; NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$   
Sec. 32; NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$   
Sec. 33; W $\frac{1}{2}$ SW $\frac{1}{4}$

T. 26 S., R. 8 E.

- Sec. 4; Lot 3, 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$   
Sec. 9; NE $\frac{1}{4}$ NE $\frac{1}{4}$   
Sec. 10; W $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$

EXCEPTING a strip of land 80 feet in width as described in that certain deed granted to Oregon Land Corporation and W. E. Lamm and Alice McCourt Lamm to Klamath County, Oregon, dated January 31, 1933, and recorded May 26, 1933, in Vol. 101, Page 85 of Klamath County, Oregon Deed Records;

ALSO, EXCEPTING a strip of land 80 feet in width as described in that certain deed granted by the Soper Lumber Company to Klamath County, Oregon, recorded November 1, 1932, in Vol. 99, Page 263 of Klamath County, Oregon Deed Records;

including control of access thereto from adjoining lands, but reserved to the United States such accesses as are reasonably necessary at the following places and for widths and purposes indicated:

<u>Mile Post</u>	<u>Side of Highway</u>	<u>Width</u>	<u>Purpose</u>
62.1	East and West	50 feet	Unrestricted
62.3	West	50 feet	Unrestricted
62.45	West	50 feet	Unrestricted
63.1	West	35 feet	Unrestricted
63.8	West	35 feet	Unrestricted
64.2	East	35 feet	Unrestricted
64.35	East	35 feet	Unrestricted
66.8	West	35 feet	Unrestricted

66.9	East	35 feet	Unrestricted
67.4	West	50 feet	Unrestricted
67.5	West	50 feet	Unrestricted
67.6	East	50 feet	Unrestricted
68.5	East	35 feet	Unrestricted
68.7	West	35 feet	Unrestricted
69.0	East	35 feet	Unrestricted
69.3	East	35 feet	Unrestricted
72.7	East	50 feet	Unrestricted
73.5	West	35 feet	Unrestricted
74.5	West	35 feet	Unrestricted
75.6	East	50 feet	Unrestricted
82.2	East and West	50 feet	Unrestricted
82.5	East and West	50 feet	Unrestricted
82.8	East and West	35 feet	Unrestricted
83.6	West	35 feet	Unrestricted
83.9	East	35 feet	Unrestricted
84.9	West	35 feet	Unrestricted
85.6	East and West	35 feet	Unrestricted

as shown on Exhibit A, attached hereto and made a part hereof, subject, however, to the following terms, conditions, and covenants:

- (1) Outstanding valid claims, if any, existing on the date of this grant, and Grantee shall obtain such permission as may be necessary on account of any such claims.
- (2) Grantee and the Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of construction of the highway facility is to be undertaken by Grantee in compliance with the act entitled "An Act for the Preservation of American Antiquities", approved June 8, 1906, (34 Stat. 225, 16 U.S.C. 432-433), and State laws where applicable.
- (3) The easement herein granted is limited to the use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of operation and maintenance of a highway in accordance with the approved plans, and does not include in the grant of any right 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 non-highway purposes shall not be exercised when such use would be inconsistent with the provision of Title 23 of the United States Code and of the Federal Highway Administration Regulations issued pursuant thereto or would

interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case Grantee and the Federal Highway Administration shall be consulted prior to the exercise of such rights: 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 clearing limits.

- (4) Consistent with highway safety standards, 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 Regional Forester and Grantee prior to the completion of the highway and 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.

- (5) Grantee shall:

Establish no borrow, sand, or gravel pits, stone quarry, or permanent storage area, 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) 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) Grantee, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that (a) no person shall, on the grounds of race, color, or national origin, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, (b) that Grantee shall use said easement and right-of-way so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, effecutation of Title VI of the Civil Rights Act of 1964, and said Regulations may be amended.

- (8) When need for the easement herein granted shall no longer exist, Grantee shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and the land shall immediately revert to the full control of the Department of Agriculture.

IN WITNESS WHEREAS, I, Robert B. Rutledge, Regional Counsel, pursuant to delegation of authority from the Secretary of Transportation, the Federal Highway Administrator, the Regional Federal Highway Administrator, and Chief Counsel, Federal Highway Administration, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

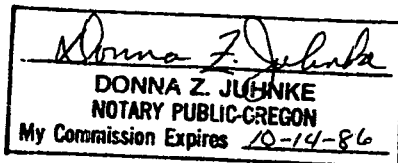
UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

*Robert B. Rutledge*  
Robert B. Rutledge, Regional Counsel

STATE OF Oregon )  
COUNTY OF Multnomah )

I, Donna Z. Jubinke, a Notary Public in and for the State of Oregon, do hereby certify that on this 22nd day of July, 1986, before me personally appeared Robert B. Rutledge, Regional Counsel, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of July 22, 1986, was executed by him in his official capacity and by authority in him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be his free act and deed as Regional Counsel, Federal Highway Administration.

Witness my hand and seal this 22nd day of July, 1986.



*Donna Z. Jubinke*  
Notary Public for Oregon  
My Commission expires 10-14-86

In compliance with the conditions set forth in the foregoing deed, the State of Oregon certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns, forever to abide by the conditions set forth in said deed.

APPROVED AS TO  
LEGAL SUFFICIENCY

*James L. Seaver*  
Asst. Attorney General

Date 8-4-86  
8

STATE OF OREGON, by and through its  
DEPARTMENT OF TRANSPORTATION,  
Highway Division

By *J. B. Boyd*  
J. B. Boyd, Right of Way Manager

STATE OF OREGON, County of Marion

August 5, 1986. Personally appeared J. B. Boyd, who being sworn, stated that he is the Right of Way Manager for the State of Oregon, Department of Transportation, Highway Division, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

*W. J. [Signature]*  
Notary Public for Oregon

My Commission expires 20 May 88

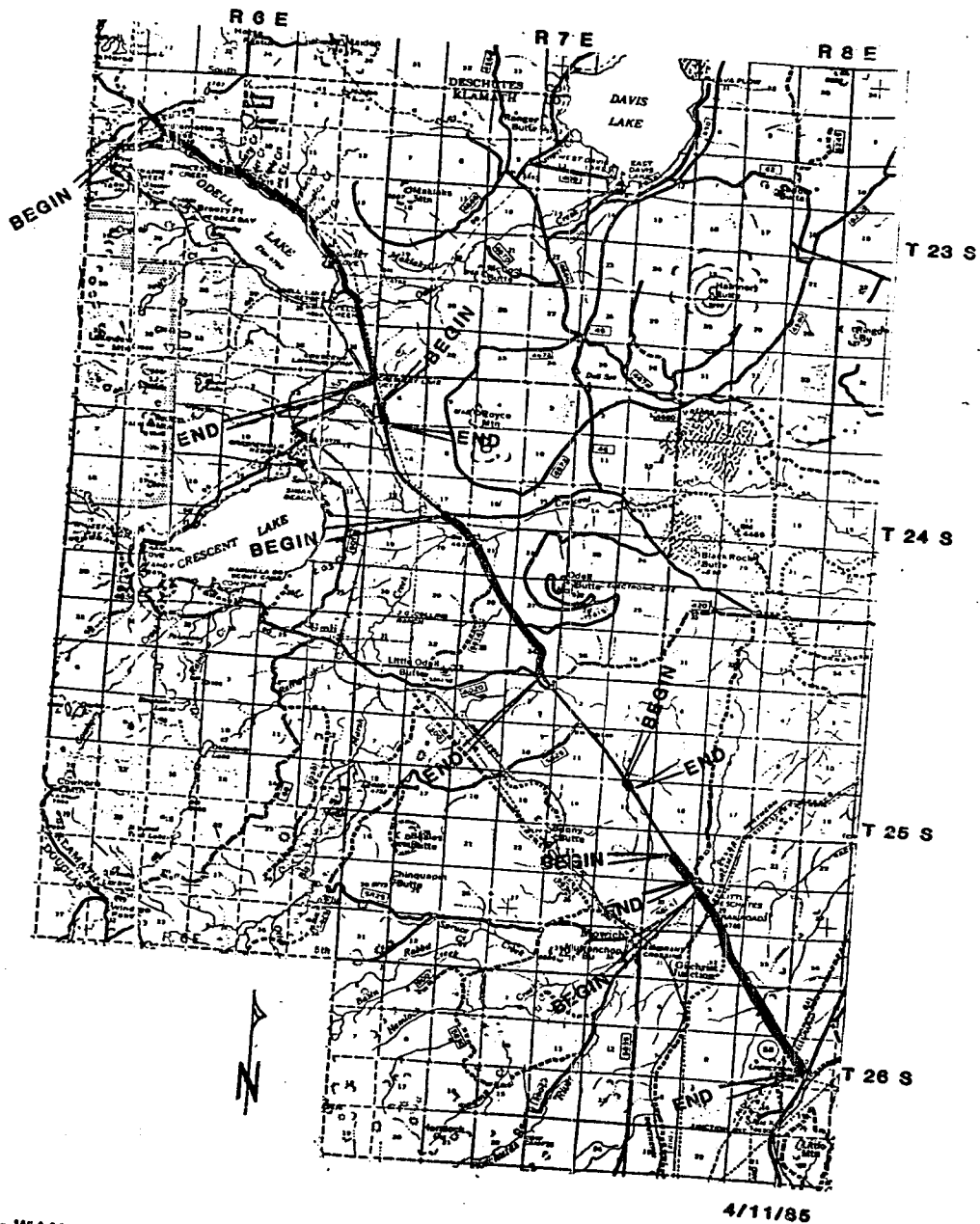
# WILLAMETTE PASS HIGHWAY

## WILLAMETTE PASS to HIGHWAY 97 SECTION

DESCHUTES NATIONAL FOREST  
KLAMATH COUNTY, OREGON

EXHIBIT A  
AS CONSTRUCTED

14073



4/11/85

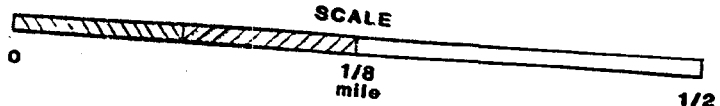
RIGHT-OF-WAY GRANTED



STATE FEE OWNERSHIP



SCALE

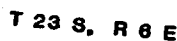


Length of R/W 10.73 miles

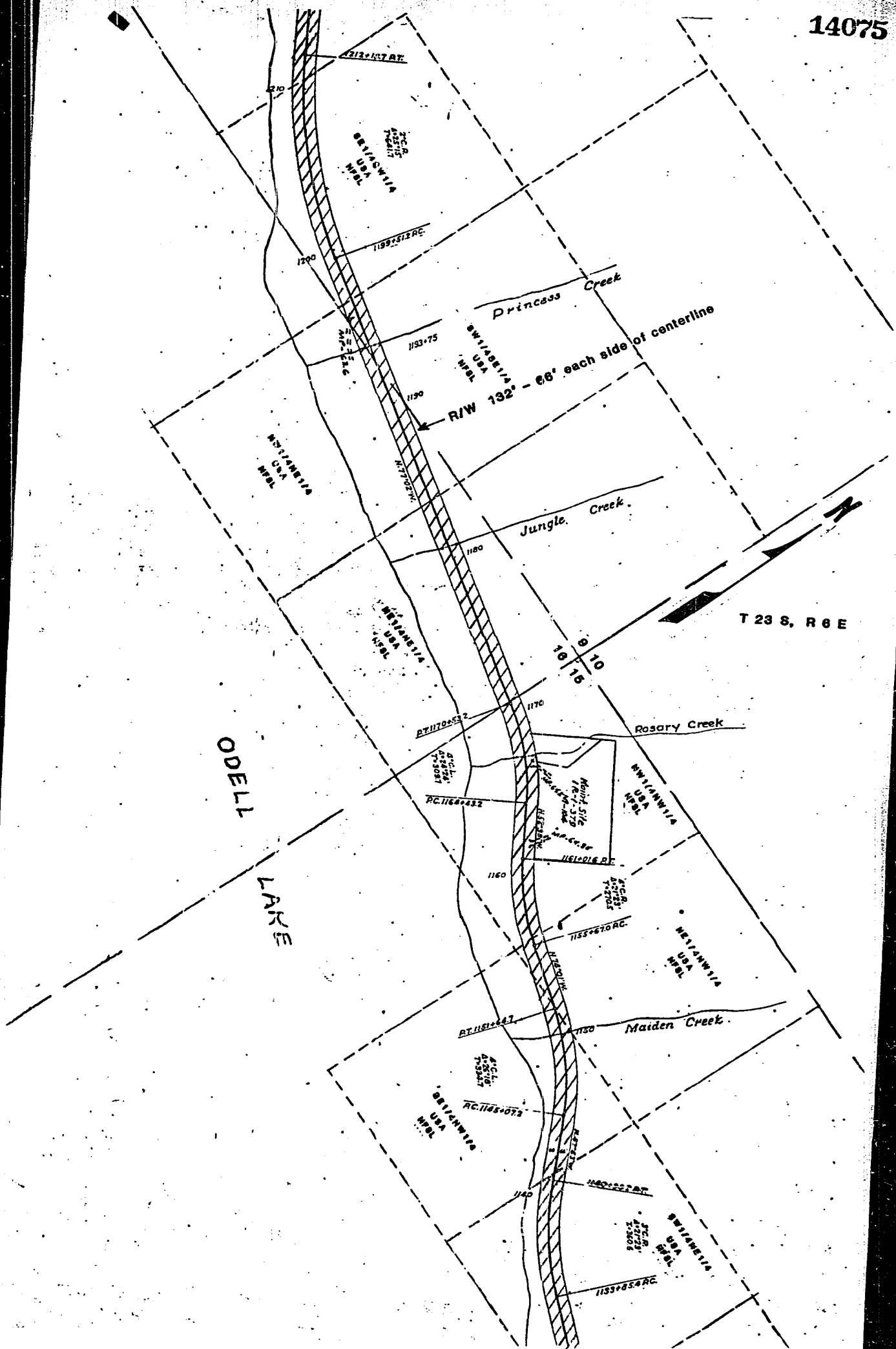
Acres in R/W 270.81

Taken from State Highway Department  
drawings No. 4B-26-1 & 4B-20-19

LANE COUNTY  
KLAMATH COUNTY





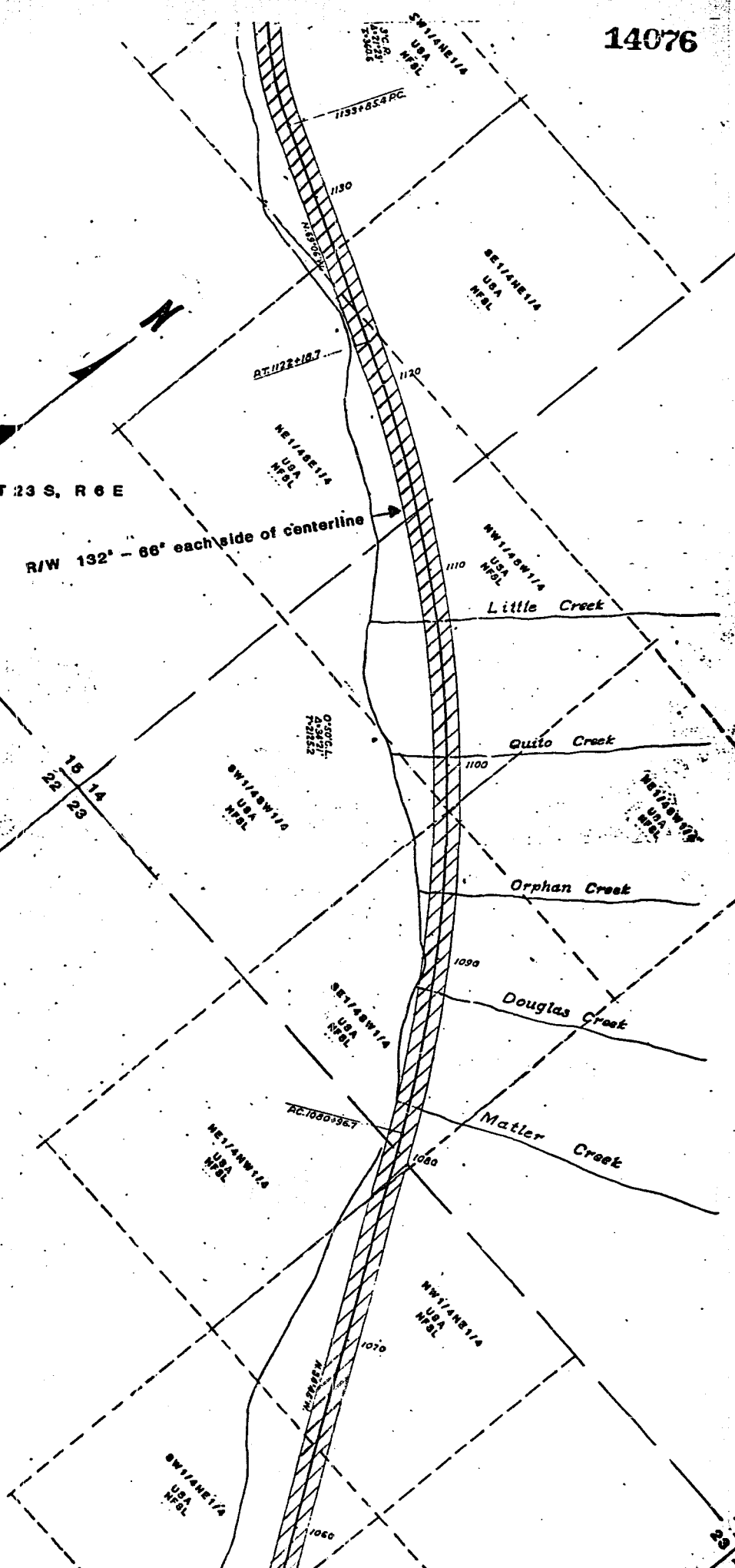
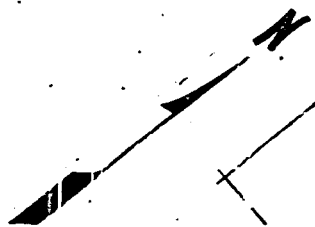


T 23 S, R 6 E

ODELL  
LAKE

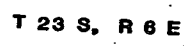
T 23 S, R 6 E

R/W 132' - 66' each side of centerline



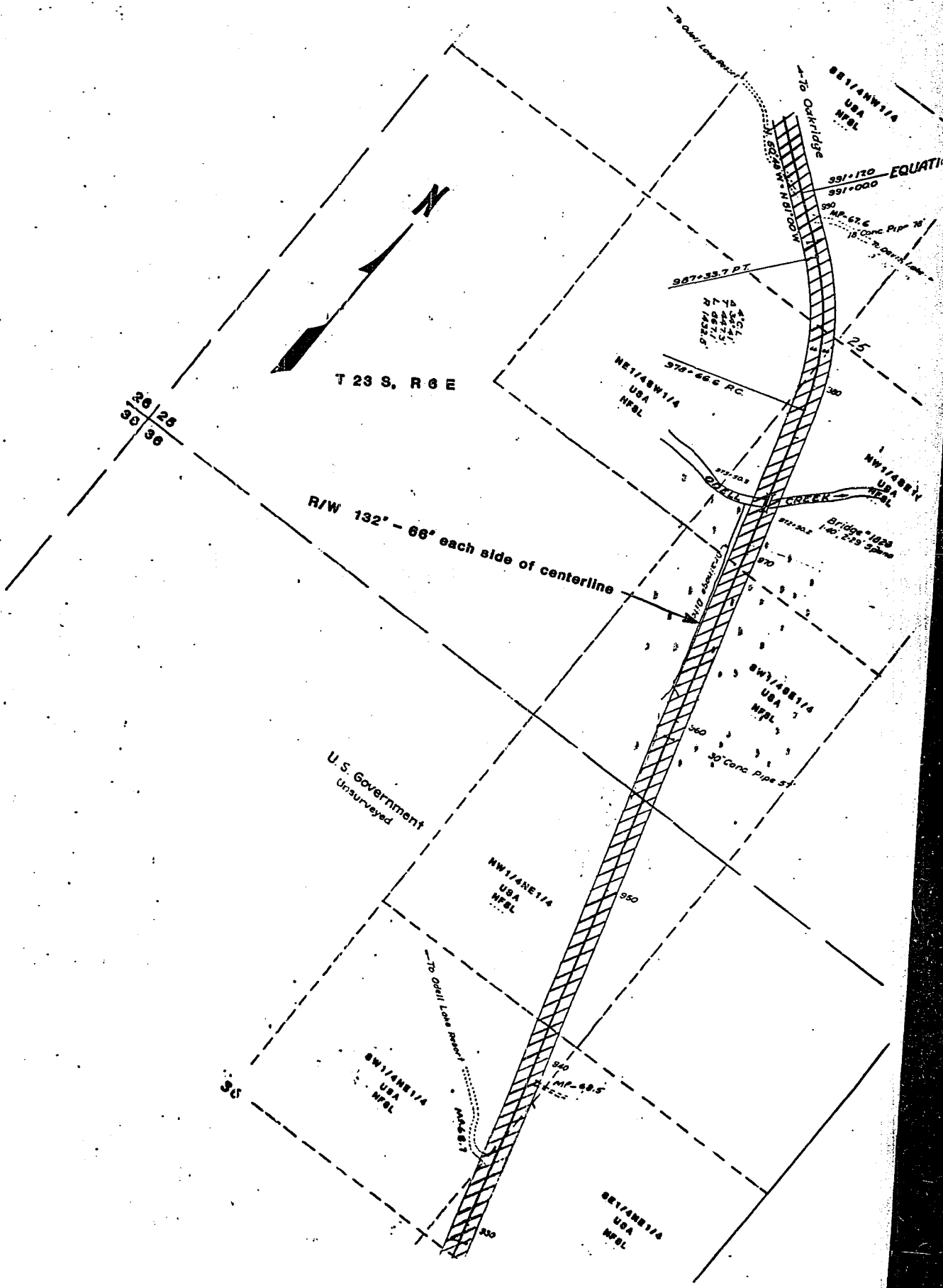
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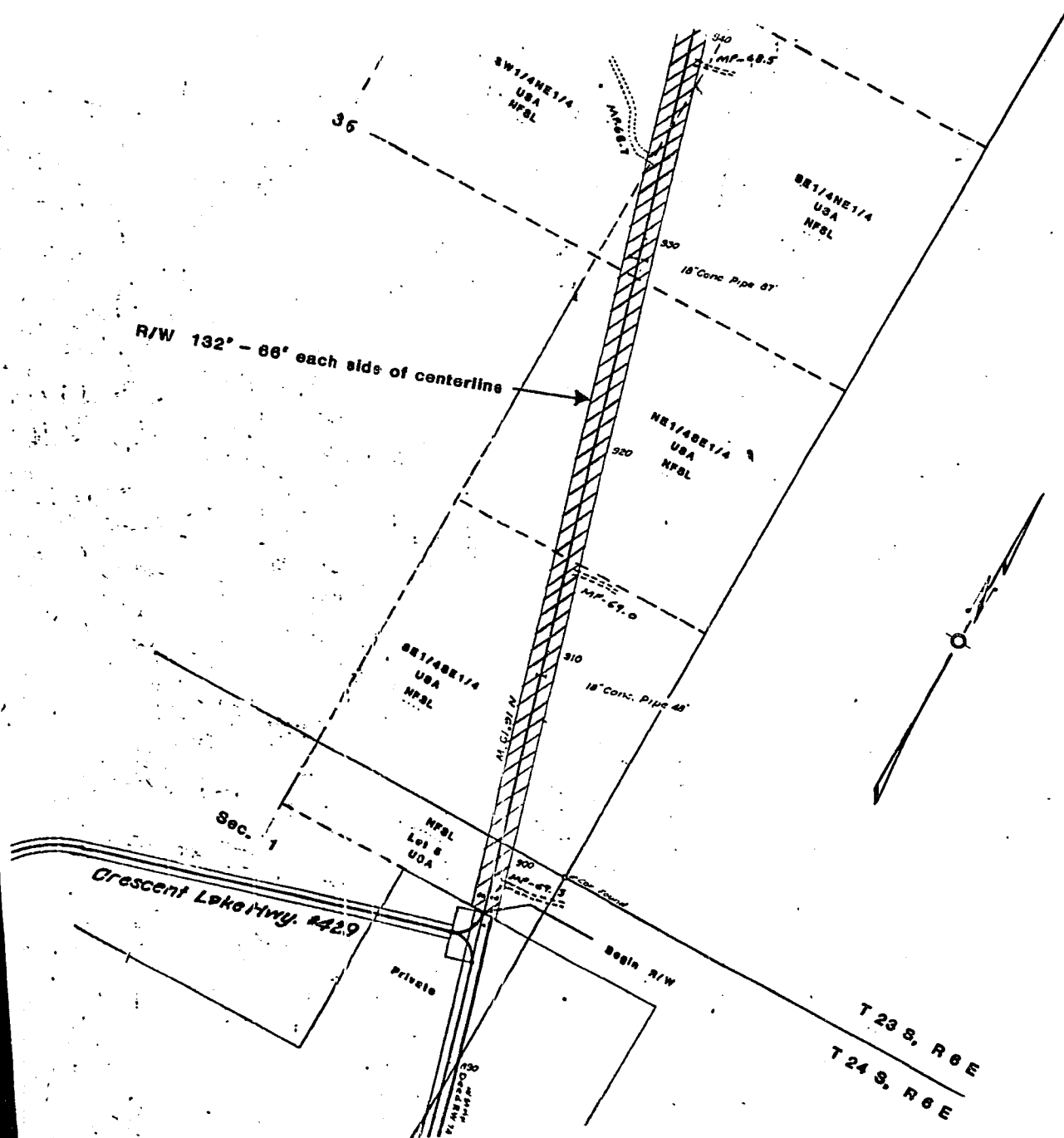
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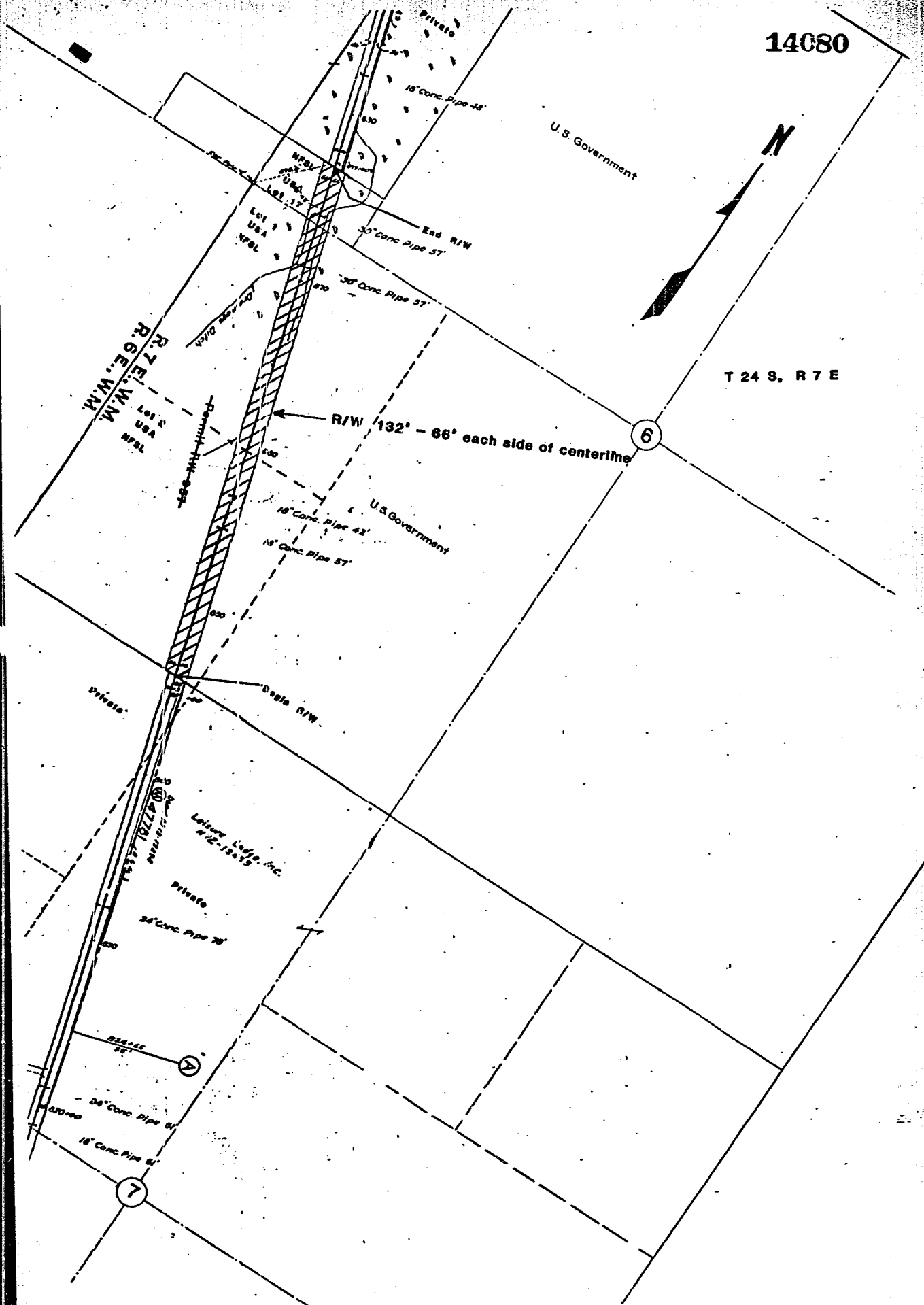
R/W 132' - 66' each side of centerline

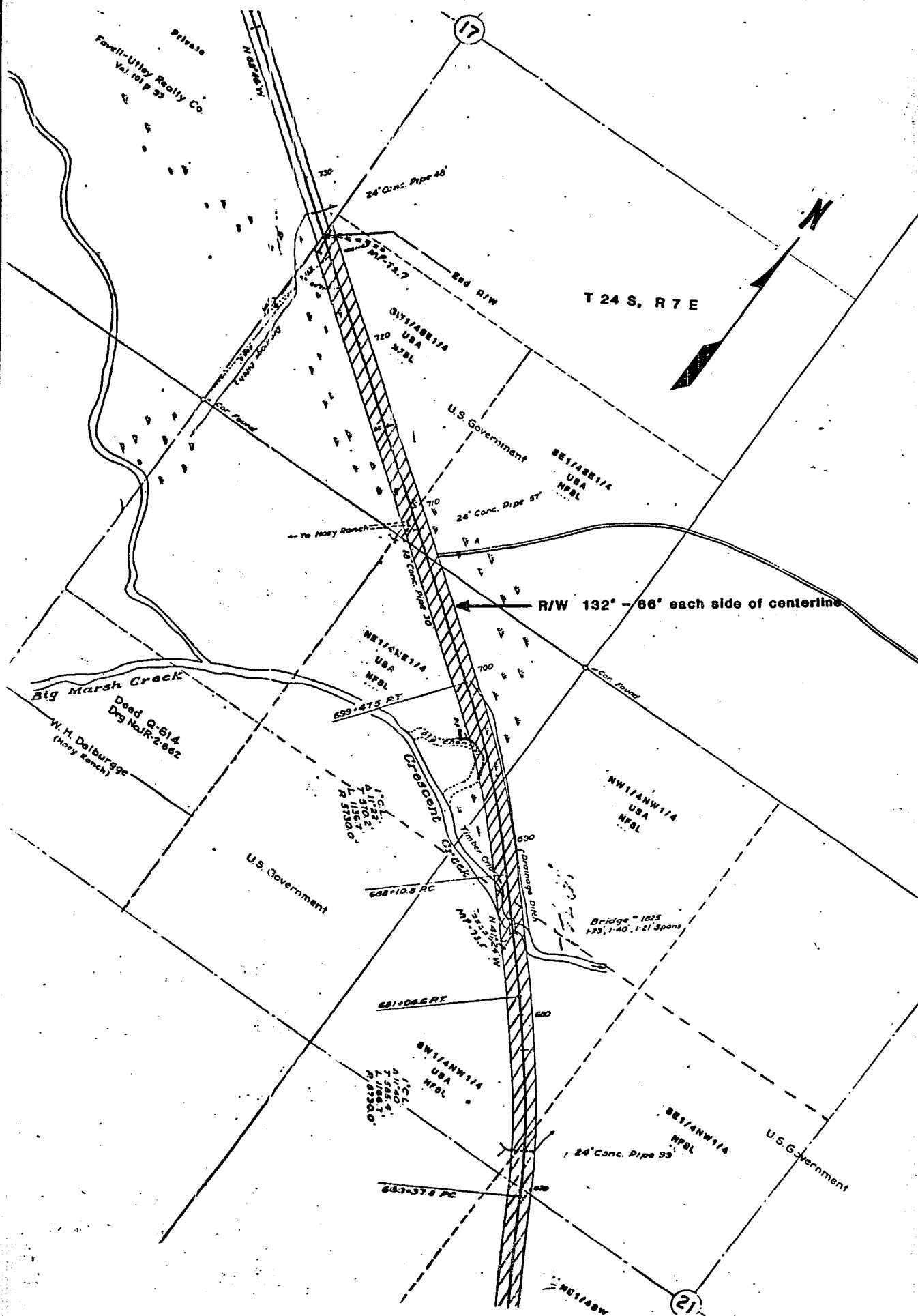
14078

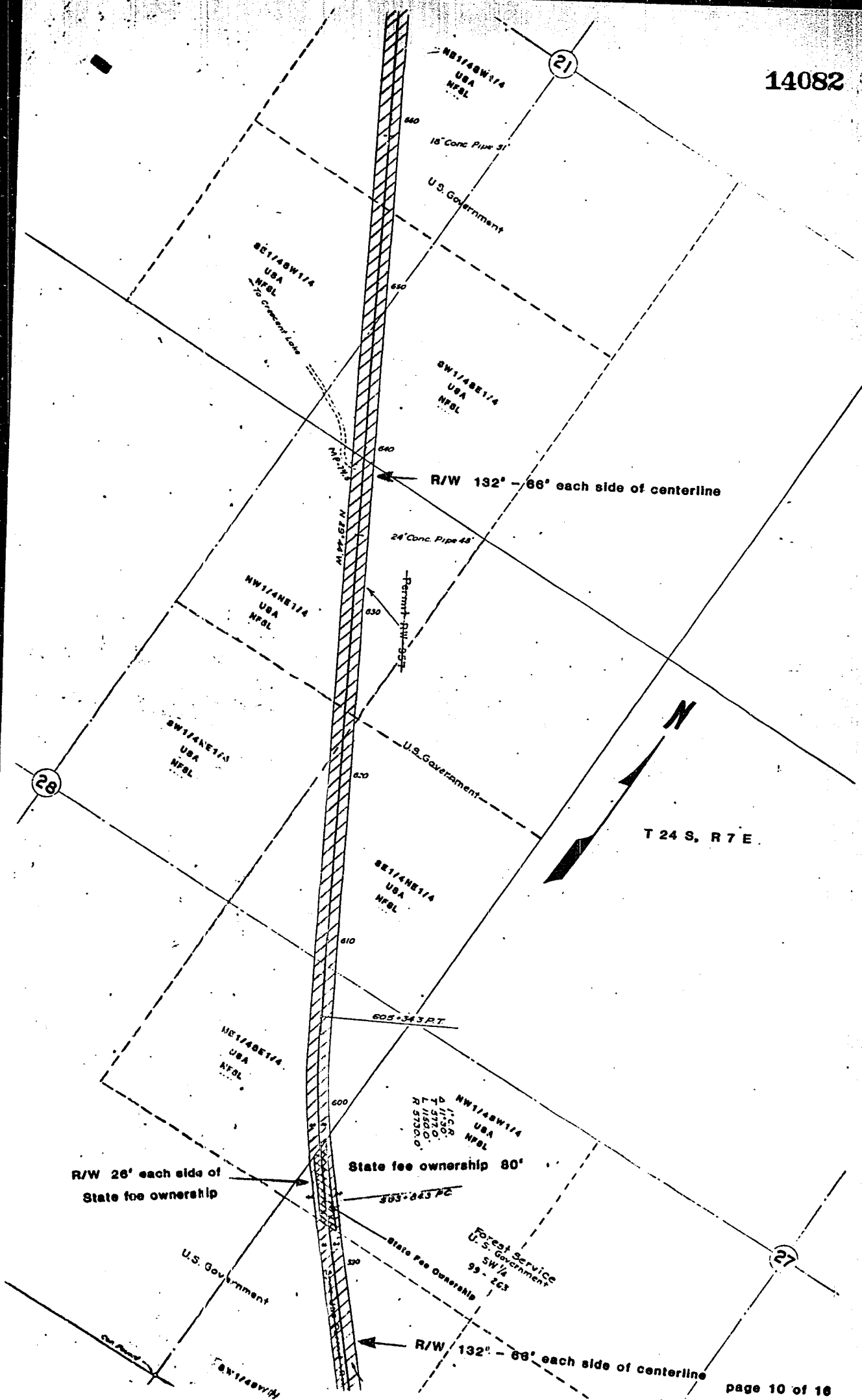




14080









14083

27

Forest Service  
U.S. Government  
SW 1/4  
99-263

R/W 132' - 66' each side of centerline

R/W 26' each side of  
State fee ownership

State fee ownership  
80'

SE 1/4 NW 1/4  
USA  
NFL

NE 1/4 NW 1/4  
USA  
NFL

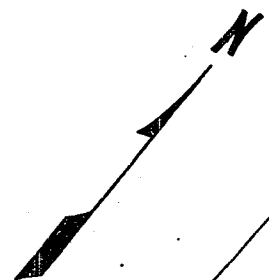
SW 1/4 NW 1/4  
USA  
NFL

SE 1/4 NW 1/4  
USA  
NFL

U.S. Government  
All Sec. 34

SW 1/4 NE 1/4  
USA  
NFL

T 24 S. R 7 E



34

SW 1/4 NE 1/4  
USA  
NFL

U.S. Government  
All Sec. 34

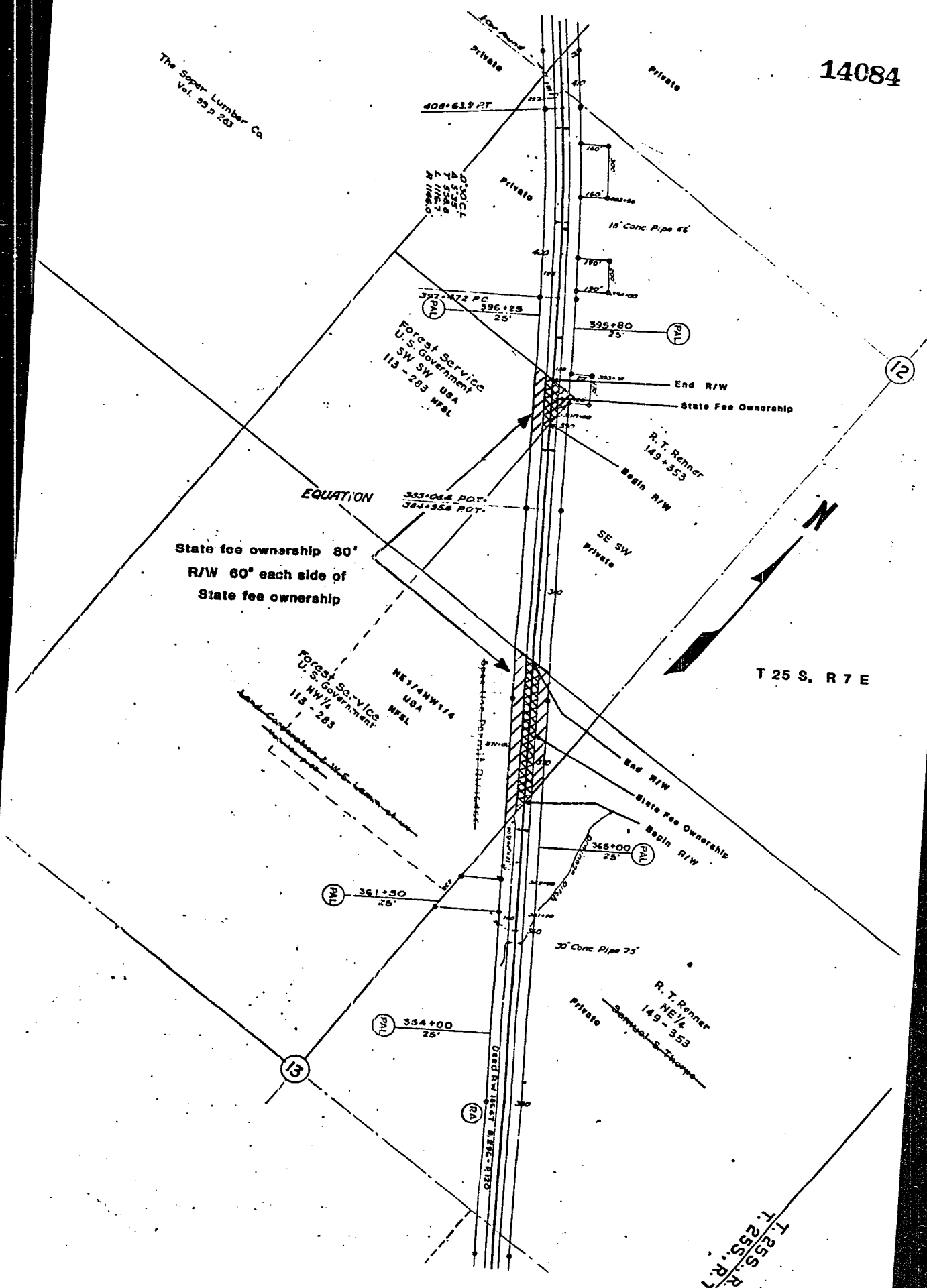
SW 1/4 NE 1/4  
USA  
NFL

R/W 132' - 66' each side of centerline

Begin R/W

25' 25'

14084

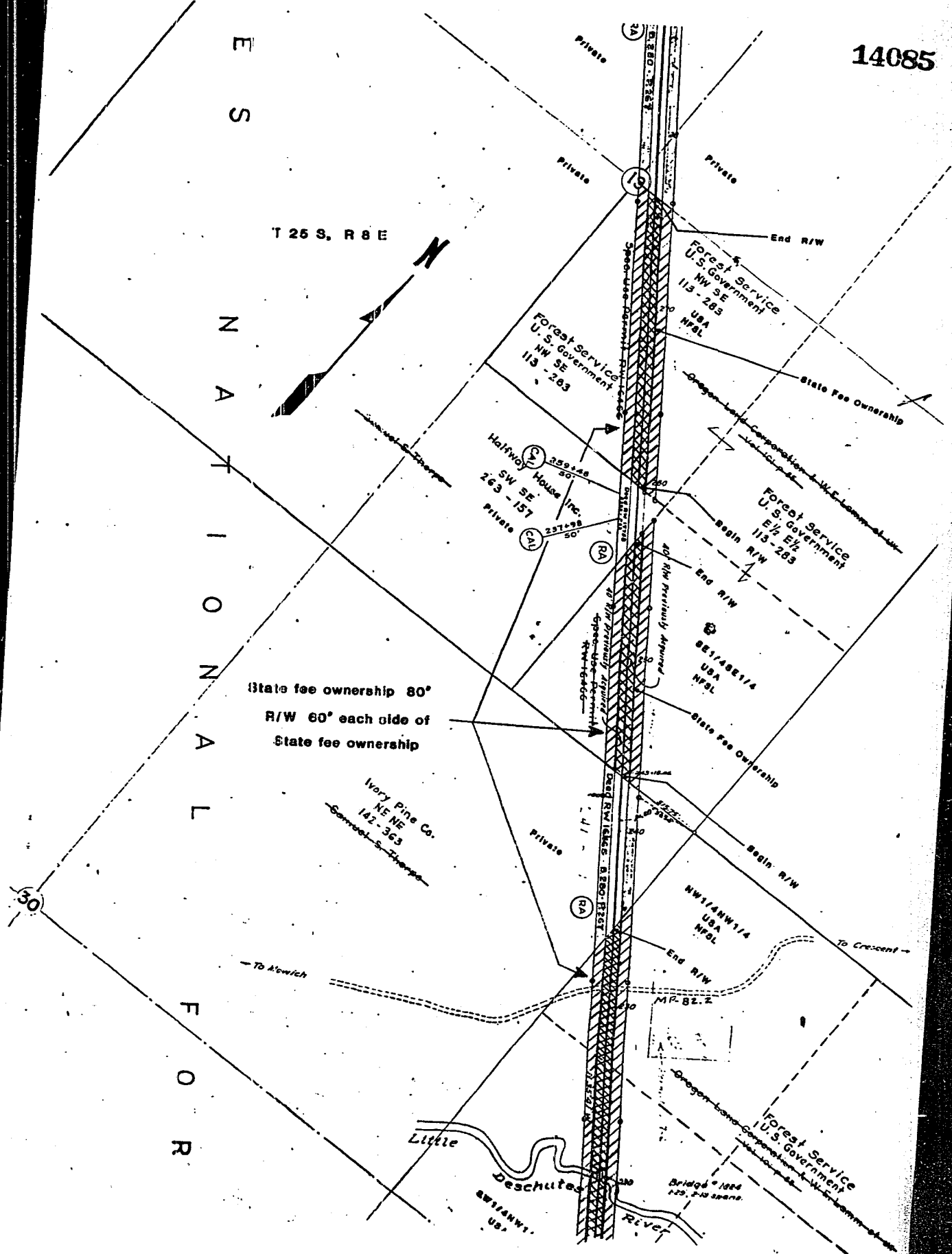


E  
S

T 25 S, R 8 E

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R



14086

SE 1/4 NW 1/4  
USA  
NFL

MA 82.6  
State Fee Ownership

29

NE 1/4 NW 1/4  
USA  
NFL

State fee ownership 80'  
R/W 60' each side of  
State fee ownership

EQUATION

$ME = 45.7 \text{ P.O.T. } 44'$   
 $104 + 43.03 \text{ P.T. } 84'$   
 $184 + 79.8 \text{ P.T.}$

$P.C. 104'$   
 $T = 50.86'$   
 $R = 100.67'$   
 $184 + 79.8$   
 $104 + 43.03$   
 $104 + 43.03$

SW 1/4 SE 1/4  
USA  
NFL

Forest Service  
U.S. Government  
SE 1/4

R/W 200' - 100' each side of centerline

EQUATION  
 $ME = 45.7 \text{ P.O.T. } 44'$   
 $104 + 43.03 \text{ P.T. } 84'$   
 $184 + 79.8 \text{ P.T.}$

$P.C. 104'$   
 $T = 50.86'$   
 $R = 100.67'$   
 $184 + 79.8$   
 $104 + 43.03$   
 $104 + 43.03$

SW 1/4 NE 1/4  
USA  
NFL

SE 1/4 NE 1/4  
USA  
NFL

R/W 132' - 66' each side of centerline

NE 1/4 SE 1/4  
USA  
NFL

R/W 200' - 100' each side of centerline

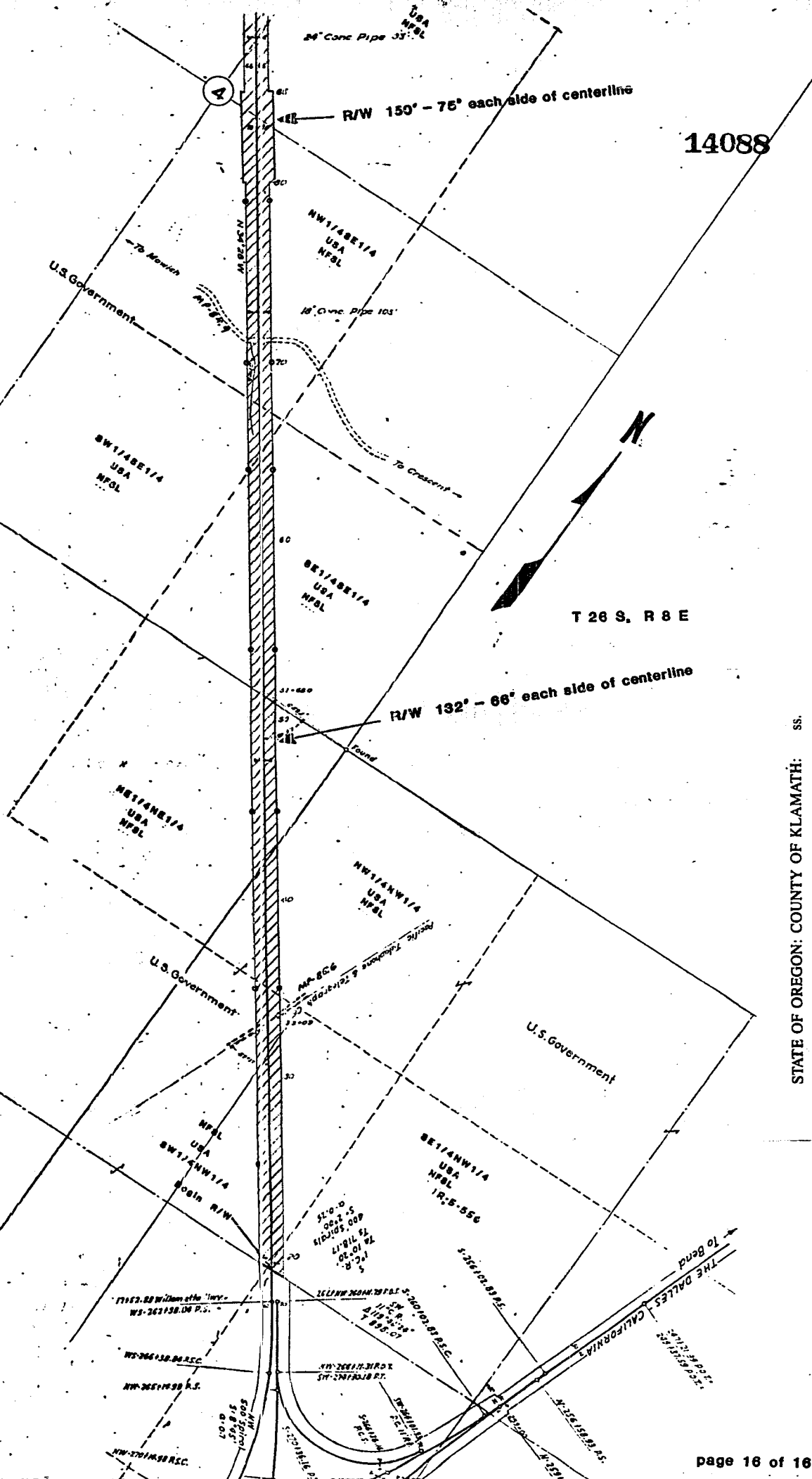
R/W 132' - 66' each side of centerline

~~DISCHUTE~~

T. 25 S., R. 8 E., W. M.  
T. 26 S., R. 8 E., W. M.

— R/W 150' - 75' each side of centerline

N A T I O N A L F O R E S T



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ day  
of \_\_\_\_\_ August \_\_\_\_\_ A.D., 19 \_\_\_\_\_ 86 at \_\_\_\_\_ 9:08 o'clock A.M., and duly recorded in Vol. \_\_\_\_\_ M86  
of \_\_\_\_\_ Deeds on Page 14067

County Clerk  
By Evelyn Biehn, *[Signature]*

FEE \$89.00