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MC-14477

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Vol. 1480 Page 17771

## NONEXCLUSIVE ROAD EASEMENT

Tract No.  
RE-L-151

KNOW ALL MEN BY THESE PRESENTS, That for the sum of \$ 200.00, and other considerations, if any, as provided herein Paul Fitzhugh and Billie D. Fitzhugh as Tenants by the entirety and Jack C. Devaul

hereinafter called Grantor, whether one or more, does hereby grant to the UNITED STATES OF AMERICA, and its assigns, a nonexclusive easement to use, maintain, improve, and repair an existing road located on the following described real property situated in the County of Klamath, State of Oregon to wit:

A parcel of land lying in the Southeast Quarter of the Northeast Quarter of Section 9, Township 39 South Range 13 East, Willamette Meridian, Klamath County, Oregon; the said parcel being all that portion of said property contained in a strip of land being 30 feet in width being 15 feet on each side of a centerline shown and described on Exhibit A attached hereto and made part hereof.

which road is more particularly shown on Exhibit A which is attached hereto and made a part hereof. The parcel of land to which the above description applies contains 1.03 acres, more or less.

When the authorized officer of the Bureau of Land Management determines that the road above described might be used in connection with a sale of timber, the timber sale contract for such timber shall provide that if the purchaser of the timber uses the road he shall do so subject to the following provisions:

Protection of Utilities and Improvements -- Existing telephone, telegraph and transmission lines, fences, ditches, roads, trails, and other improvements shall be protected as far as practicable in all phases of Purchaser's construction or logging operations. All roads and trails designated by the Authorized Officer as needed for fire protection or other purposes, shall be kept free of logs, slash, and debris. Damage to utilities and improvements shall be promptly paid for or repaired to a condition which, in the opinion of the Authorized Officer, is at least as good as the condition just prior to such damage.

The easement herein granted is for the full use as a road by the UNITED STATES OF AMERICA, and its licensees, and is subject to the effect of reservations and leases, if any, of oil, gas, and minerals in and under said land.

TO HAVE AND TO HOLD said easement unto the UNITED STATES OF AMERICA, and its assigns, for a term commencing on the date shown below and continuing until December 31, 1988.

Grantor covenants and warrants that he is lawfully seized and possessed of the land aforesaid and has the full right, power and authority to execute this conveyance, and that said land is free and clear of liens, claims or encumbrances, except as shown above, and that he will defend the title to the easement conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Accepted subject to approval of title by the Department of Justice:

Dated this 19 day of

*Paul Fitzhugh*  
Paul Fitzhugh

*Billie D. Fitzhugh*  
Billie D. Fitzhugh

*Jack C. Devaul*  
Jack C. Devaul by Paul Fitzhugh with Power of Attorney

*Jerome E. Ockun*  
(Signature of Authorized Officer)

*District Manager*  
(Title)

(Acknowledgment on reverse)

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INDIVIDUAL ACKNOWLEDGMENT

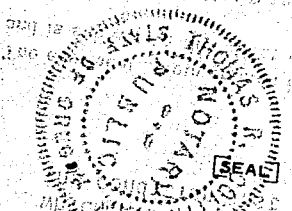
STATE OF OREGON

COUNTY OF Klamath

)  
) ss:  
)

On the 21 day of February, 1986, personally came before me, a notary public in and for said County and State, the within-named Paul Fitzhugh and Billie D. Fitzhugh personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Thomas R. Cottingham  
Notary Public in and for the  
State of Oregon  
Residing at 3838 Bartlett Ave  
Klamath Falls, OR

My commission expires: NOV 8, 1988

CORPORATE ACKNOWLEDGMENT

STATE OF

COUNTY OF

) ss:

On this day of , 19 , before me personally appeared to me known to be the and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated the seal affixed is the corporate seal of said corporation.

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

Notary Public in and for the  
State of  
Residing at

My commission expires: , 19

GPO 885-128

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NONEXCITABLE HOWD EVERRENT  
BUREAU OF CIVIL SERVICE  
DEPARTMENT OF THE TREASURY  
UNITED STATES

KNOW ALL MEN BY THESE PRESENTS, That I, Jack C. DeVaul

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have made, constituted and appointed, and by these presents do hereby make, constitute and appoint Paul Fitzhugh

my true and lawful attorney for me and in my name, place and stead, ~~and to my use and benefit to demand and receive all such sums of money, debts, rents, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever, as are now or shall hereafter become due, owing, payable or belonging to me, to have, use and take all lawful ways and means in my name or otherwise for the recovery thereof, and to compromise, settle and adjust and to execute and deliver acquittances or other sufficient discharges for any of the same; to bargain, contract for, purchase, receive and take lands, tenements, hereditaments, and except the seizin and possession thereof and all deeds and other assurances in the law therefor and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments, including my right of homestead in any of the same for such price, upon such terms and conditions and with such covenants as my said attorney shall think fit; to sell, transfer and deliver all or any shares of stock owned by me in any corporation for any price and receive payment therefor and to vote any such stock as my proxy to bargain for, buy, sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares and merchandise, choses in action, and other property in possession or in action, and to make, do and transact all and every kind of business of whatsoever nature or kind; for me and in my name and as my act and deed, to sign, seal, execute, acknowledge and deliver all deeds, covenants, indentures, agreements, mortgages, pledges, hypothecations, bills of lading, bills, bonds, notes, evidences of debt, receipts, releases and satisfactions of mortgages, judgments and other debts payable to me and other instruments in writing of whatever kind and nature which my said attorney in his discretion shall deem to be for my best interests; to have access to any safety deposit box which has been rented in my name, or in the name of myself and any other person or persons; to sell, discount, endorse, deliver and/or deposit all checks, drafts, notes and negotiable instruments payable to my order, to withdraw any moneys deposited in my name with any bank and generally to do any business with any bank or banks on my behalf; also~~

For a single transaction concerning property known as the DeVaul Homestead, to negotiate an easement with the Bureau of Land Management for a 30' road right of way.

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do it personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or my said attorney's substitute or substitutes shall lawfully do or cause to be done by virtue of these presents. In construing this instrument and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on October 16th, 1985.

Jack C. DeVaul  
JACK C. DEVAUL

STATE OF NEVADA, County of WASHOE

Personally appeared the within named JACK C. DEVAUL

October 16th, 1985

and acknowledged the foregoing instrument to be his

voluntary act and deed.

Before me: Bette M. Jaffe  
Notary Public for NEVADA  
My Commission expires 8/4/87



(SEAL)

# Power of Attorney

To

No.

AFTER RECORDING RETURN TO  
TOM COTTINGHAM  
P.O. BOX 369  
KFO 97601

(DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF NEVADA  
County of WASHOE } ss.  
I certify that the within instrument was received for record on the 16th day of October, 1985, at 10 o'clock AM, and recorded in book/reel/volume No.       , on page        or as fee/file/instrument/microfilm/reception No.        of said County. Witness my hand and seal of Washoe County affixed.

By        NAME        TITLE Deputy

ACKNOWLEDGMENT BY AN ATTORNEY IN FACT FOR PRINCIPAL

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State of Oregon

County of Klamath

On this 21<sup>st</sup> day of February in the year 1986,  
before me Thomas R. Cottingham, a Notary Public in and for said  
state, personally appeared Paul Fitzhugh, Attorney In Fact for  
Jack C. Devaul, known to me to be the person who executed the  
within Nonexclusive Road Easement in behalf of said principal, and acknowl-  
edged to me that he executed the same for the purposes therein  
stated.

Thomas R. Cottingham  
Notary Public in and for the

State of Oregon

Residing at 3838 Bartlett Ave  
Klamath Falls OREGON

My commission expires:

, 19

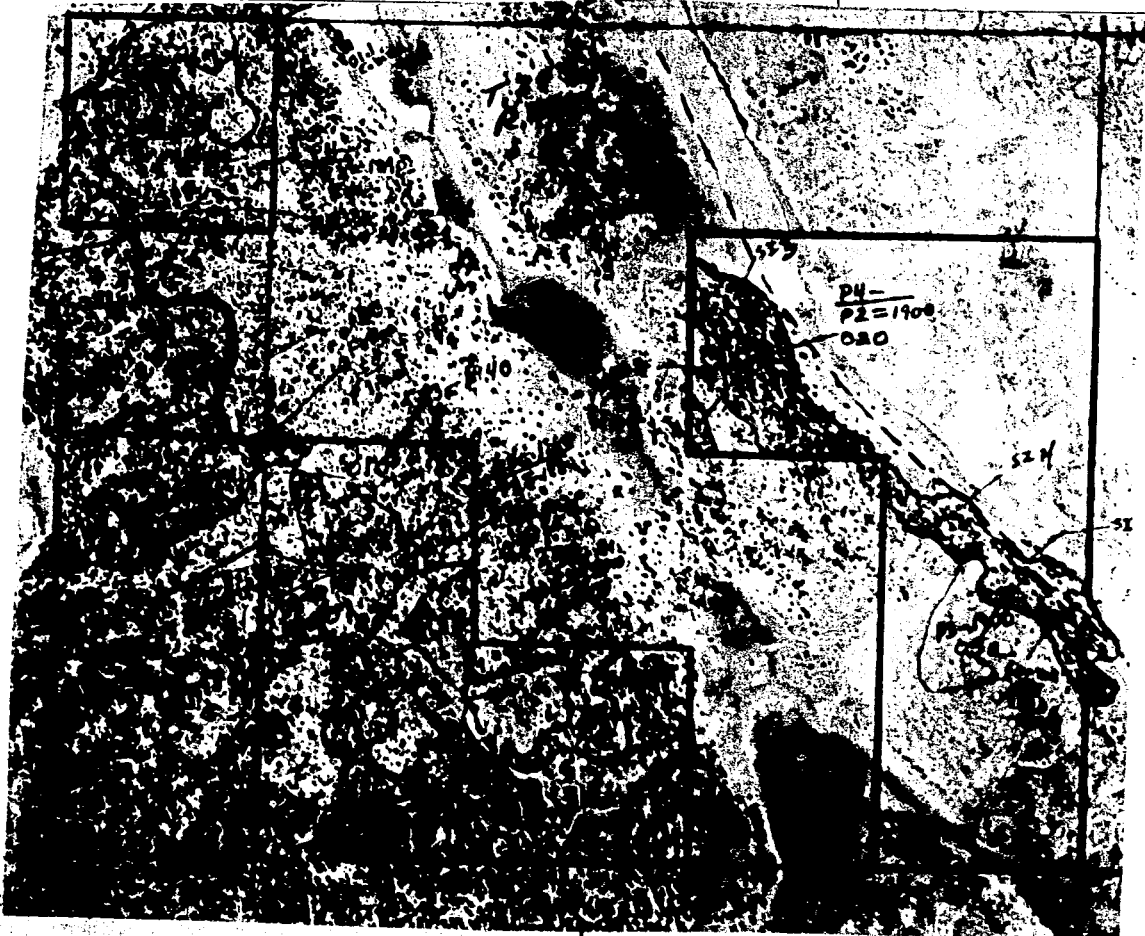
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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Exhibit A  
RE-L-151

Map

Township <b>R 39S</b>	Range <b>R 13E</b>	Section <b>9</b>	Meridian <b>Willamette</b>	District <b>LAKEVIEW</b>
Mapper				Date



☒ Temporary Easement

<input type="checkbox"/>	
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<input type="checkbox"/>	
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GPO 535-657

Form 5400-1 (May 1971)

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of \_\_\_\_\_ the 30th day  
of September A.D., 19 86 at 4:05 o'clock P M., and duly recorded in Vol. M86  
of Deeds on Page 17771.

FEE \$21.00

Evelyn Biehn, County Clerk  
By Sam Smith