

94547

USDA Forest Service

MPC 19791 Vol. m88 Page 20555

Chiloquin Ridge Road
Road 5810RIGHT-OF-WAY EASEMENT DEED

THIS EASEMENT, dated this 15th day of November, 1988,
from J-Spear Ranch Co. a corporation of the State of Oregon, hereinafter called
"Grantor," to the United States of America, hereinafter called "Grantee."

WITNESSETH:

Grantor, for and in consideration of Four-Hundred Twenty Dollars (\$420.00),
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:

T. 36 S., R. 8 E., W.M.,
section 30, E1/2NE1/4

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 hereon. 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 sub-
stantially 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:

98 DEC 2 PM 2 51

Certified Correct as To Consideration, Description, and Conditions
M. R. C. [Signature]
11-30-1988

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.

Grantee alone may extend rights and privileges for use of the premise 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 roads 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 existing road described herein 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 proportionate to use as provided in 36 CFR 212.7(d).

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.

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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.

J-Spear Ranch Co.

by

Thomas J. Shaw

Title

President

Attest:

K. M. McAndrews

Title

Forester

ACKNOWLEDGMENT

State of OREGON

) ss.

County of KLAMATH

On this 16th day of November, 19 88, before me the undersigned a notary public in and for said County and State, personally appeared Thomas J. Shaw and K. M. McAndrews, known to me to be the President and Forester of J-Spear Ranch Co., 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.

Donald W. Jensen

Notary Public for the State
of Oregon, Residing
at Klamath Falls
My Commission Expires 1-6-91

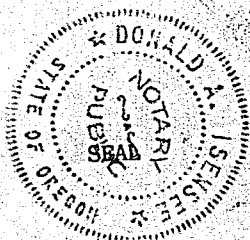
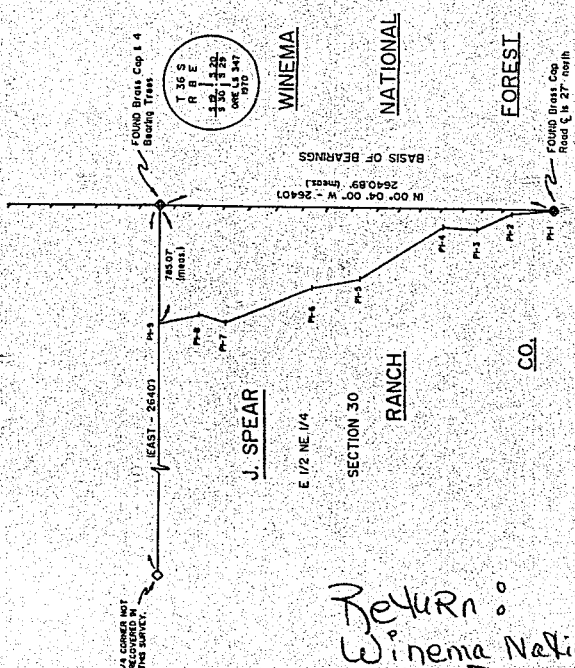


EXHIBIT A



MAG. DEC. L. - 19° E.



NOTES:
1. Base of bearings -- G.L.O. Record
2. Right of Way width shall be 66 feet -- 33 feet each side of centerline.
3. Total acreage of R.O.W. is approximately 4.3 acres.

Route being acquired extends from and terminates at the true property line.

FILE 0460
USDA FOREST SERVICE
PACIFIC NORTHWEST REGION
WINEMA NATIONAL FOREST
CHILQUIN RANGER DISTRICT
-- Rights-of-Way Acquired --
Section 30, T. 36 S., R. 8 E., W.M.
KLAMATH COUNTY, OREGON
Road # 5810
TRAVERSE DATA

PI	BEARING	DIST.	OFFSET	ROAD	WIDTH
1	N-05 07° 46' -W	282.99'	27' RIGHT	14	
2	N-24 33° 15' -W	256.78'	7' LEFT	13	
3	N-04 36° 41' -E	233.38'	9' RIGHT	19	
4	N-33 09° 49' -W	662.58'	9' LEFT	17	
5	N-11 13° 40' -W	322.86'	12' RIGHT	21	
6	N-22 48° 01' -W	623.87'	9' LEFT	16	
7	N-18 07° 31' -E	184.34'	10' RIGHT	16	
8	N-14 05° 07' -W	267.59'	13' LEFT	18	
9			6' LEFT	13	

LEGEND
○ MONUMENTED CORNER - NOT RECOVERED THIS SURVEY
● FOUND MONUMENTED CORNER
--- SURVEYED TRAVERSE LINE
/// POSTED PROPERTY LINE
(XXXXXXXXXX) RECORD BEARING/DISTANCE

20558

METHOD OF SURVEY	TRAVELER WITH TOPCON GTS-2	TOTAL STATION	DATE
SURVEYED BY J. WILSON			DEC. 1988
SKETCHED BY J. WILSON			08-22-88
RECORDED BY J. WILSON			12-30-88
IMPROVED BY J. WILSON			1-30-89

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 2nd day of Dec. A.D., 19 88 at 2:51 o'clock P.M., and duly recorded in Vol. M88 of Deeds on Page 20555.

FEE \$23.00

Evelyn Biehn, County Clerk
By Debra M. Miller

Return to:
Winema National Forest
2819 Dahlia
Klamath Falls, Oregon 97601
attn: Merv Stump