

28442

PUBLIC ROAD EASEMENTVol. 1791 Page 7345

THIS EASEMENT, dated this 2nd day of April, 1991, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to SUN FOREST ESTATES SPECIAL ROAD DISTRICT, established by Klamath County, Oregon on May 5, 1990 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 following described lands in the County of Klamath, State of Oregon:

Forest Service Road No. 3100090

NW1/4SW1/4 Sec. 31, T. 23 S., R. 11 E., W.M.

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 (as described on exhibit A attached hereto).

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 Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for nonhighway purposes 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 shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.

CERTIFIED CORRECT AS TO CONSIDERATION
DESCRIPTION AND CONDITIONS.

3/18/91

Alice Carlson Muth

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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.
- (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. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that 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 authorized Forest Officer.

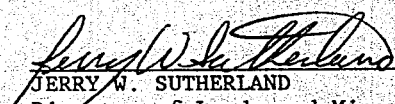
- 6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.
- 7. The Grantee does by the acceptance of this document covenant and agree 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 Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land herein granted as a public road, in full compliance with Title VI of the 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 grounds of race, sex, color, religion, 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 right 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 therein conveyed.

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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 and Minerals, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.42, 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

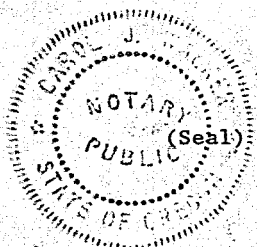

 JERRY W. SUTHERLAND
 Director of Lands and Minerals
 Pacific Northwest Region
 Forest Service
 Department of Agriculture

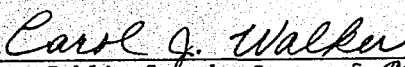
ACKNOWLEDGMENT

State of Oregon)
 County of Multnomah) ss.

On the 2nd day of April, 1991, before me, a Notary Public within and for said State, personally appeared JERRY W. SUTHERLAND, Director of Lands and Minerals, Pacific Northwest Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that said instrument was signed on 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 purposes 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 above written.



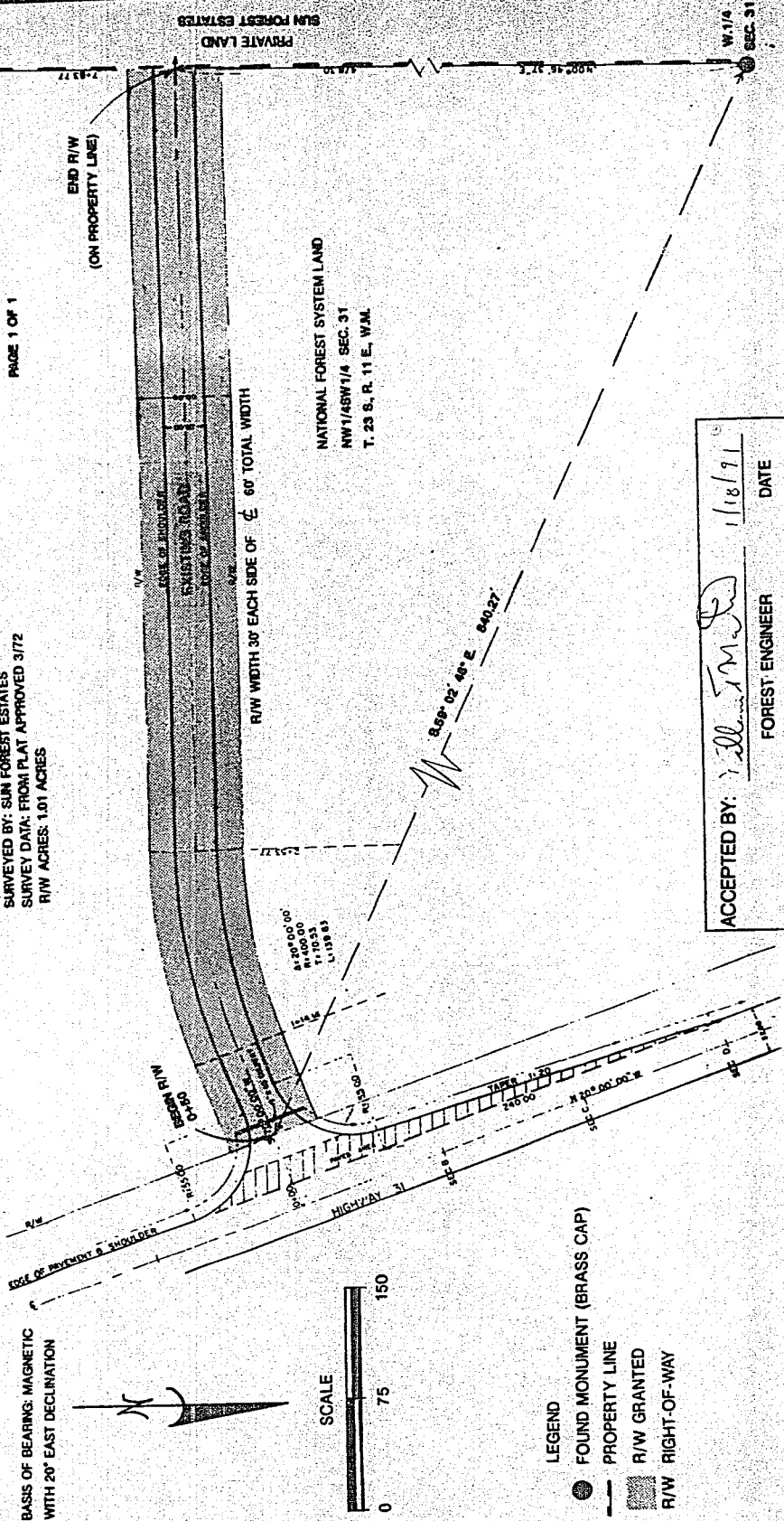

 Notary Public for the State of Oregon
 Residing at Tualatin
 My commission expires 6/15/91

2730 RIGHT OF WAY GRANT
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE PACIFIC NORTHWEST REGION
DESCHUTES NATIONAL FOREST
KLAMATH COUNTY, OREGON

GRANTED TO: SUNFOREST ESTATES SPECIAL ROAD DISTRICT

PROJECT NAME: ROAD 3100000
SURVEYED BY: SUN FOREST ESTATES
SURVEY DATA: FROM PLAT APPROVED 3/72
R/W ACRES: 1.01 ACRES

EXHIBIT A
PAGE 1 OF 1



ACCEPTED BY: *[Signature]* 1/18/91
FOREST ENGINEER DATE

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STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of _____ the 22nd day
of April A.D., 19 91 at 3:52 o'clock P.M., and duly recorded in Vol. M91
of Deeds on Page 7345

EVELYN BLEHN County Clerk
By *[Signature]*

FEE \$23.00

Return to:
Alice Mueller, Deschutes Nat'l Forest--1645 Hwy 20E--Bend, OR 97701