

31101

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## EASEMENT

This DEED, dated this 30<sup>th</sup> day of May, 1991, by and between the STATE OF OREGON, acting by and through its Parks and Recreation Department, Successor in interest to the State of Oregon, by and through its State Highway Commission as per O.R.S. 390.111 Subsection (2), hereinafter called the "Grantor," and the UNITED STATES OF AMERICA, hereinafter called the "Grantee."

WITNESSETH, that the Grantor, for and in consideration of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and convey unto the Grantee and its assigns an exclusive easement for an existing road to be located, constructed, reconstructed, improved, used, operated, patrolled, and maintained, and known as the Williamson Campground Road, Project No. 9730, over, upon, along and across the following described premises situated in the County of Klamath, State of Oregon, to-wit:

A strip of land 66 feet in width traversing the following described real property:

T. 34 S., R. 7 E., W.M.  
Sec. 4, SE1/4SE1/4

The said strip being 33 feet in width on each side of a centerline as located and constructed on the ground, with as much additional width as required for adequate protection of cuts and fills, the said centerline being located and described as shown in Exhibit A which is attached hereto and made a part hereof.

The above described strip of land contains 1.00 acre, more or less.

If the road is located substantially as described herein, the centerline of the road as constructed is hereby deemed accepted by the Grantor as the true centerline of the easement granted.

Together with such reasonable rights of temporary use of the Grantor's lands immediately adjacent to said right-of-way as may be necessary for the construction, reconstruction, improvement, and maintenance of said road.

The acquiring agency is the Forest Service, Department of Agriculture.

This conveyance is made subject to the following reservations by the Grantor, its successors, and assigns:

1. The right to cross and recross the easement at any point and for any purpose in such manner as will not materially interfere with the use of the road.

Correct as to consideration,  
description and conditions.

6-24-1991  
Date  
Signature

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2. The right to all timber now growing or which may hereafter grow within the easement and the right to use any land therein not devoted to road use for grazing and the growing and harvesting of crops including timber crops; provided, the United States and its assigns shall have the right to cut timber upon the easement to the extent necessary for construction, reconstruction, improvement, and maintenance of the road. ~~(Such timber shall be cut into logs of standards length with proper trim allowance and shall be decked horizontally along said right of way and shall be free of stumps, limbs, or other debris. Grantor expressly reserves the right to enter upon such strip of land to remove said decked timber, and to remove standing timber in the usual and customary manner without cost except for this pro rata share of maintenance) or~~ (Such timber shall become the property of Grantee's timber purchaser or road contractor upon making payment therefore to the Grantor at rates currently being paid for similar timber sold by the Grantee in adjacent areas.)
3. The right to use, maintain, patrol, and reconstruct said road for any purpose in such manner as not unreasonably to interfere with the use of said road by the Grantee or its authorized users, or cause substantial injury thereto; provided, that during periods when Grantors, its licensees or permittees, successors or assigns used said road for the hauling for forest or other products its use shall be subject to reasonable amortization charges and traffic regulations by Grantee; and provided further that Grantor shall require its licensees or permittees, when using said road, to perform a proportionate share of road maintenance and resurfacing, or contribute to the cost of said maintenance and resurfacing, to the extent necessary to restore the road to the condition existing at the start of said use.
- The rights, privileges, and authorities herein granted shall be forever. Provided, however, that if for a period of 5 years the Grantee ceases to use the road, or parts thereof, for the purpose granted, or shall abandon the same, then in any such events, the premises traversed thereby shall be freed from said easement, or grants thereof, as fully and completely as if this easement had not been made. In the event of such nonuse for the period stated, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing such nonuse.

IN WITNESS WHEREOF, The Oregon Parks and Recreation Commission, by duly adopted Delegation Order (Delegation Order No. 1, Paragraph 20), authorized the Director of the Oregon State Parks and Recreation Department to approve and execute this document in its behalf.

APPROVED AS TO FORM:

By Meg Reeves  
ASSISTANT ATTORNEY GENERAL

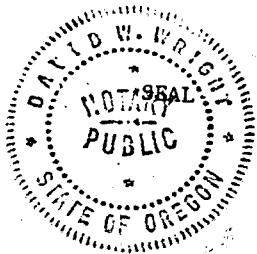
STATE OF OREGON, by and through  
its PARKS AND RECREATION DEPARTMENT  
By David G. Talbot  
DAVID G. TALBOT, DIRECTOR

# ACKNOWLEDGMENT

STATE OF OREGON                    )  
County of                            ) ss.  
  )

On this 30 day of May, 1991, before me, the undersigned, a Notary Public in and for said State personally appeared David G. Talbot, Director of the State of Oregon Parks and Recreation Department, who executed the within and foregoing instrument, and acknowledged to me that said instrument was signed on behalf of the State of Oregon by authority delegated to him. And he did further acknowledge that he executed said instrument as the free act and deed of the State of Oregon, for the purpose herein mentioned and set forth, and we do hereby so certify.

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



David W. Wright  
Notary Public for the State of Oregon  
Residing at Salem, OR  
My commission expires 3-29-93

Return: Winema National Forest  
Marvin Stump  
2819 Dahlia St.  
Klamath Falls, Or. 97601

5460 RIGHT-OF-WAY ACQUISITION  
USDA FOREST SERVICE      PACIFIC NORTHWEST REGION  
WINEMA NATIONAL FOREST  
KLAMATH COUNTY, OREGON

## SECTION 4

T34S R7E, W.M., KLAMATH COUNTY, OREGON  
USFS ROAD NO. 9730 R-D-W

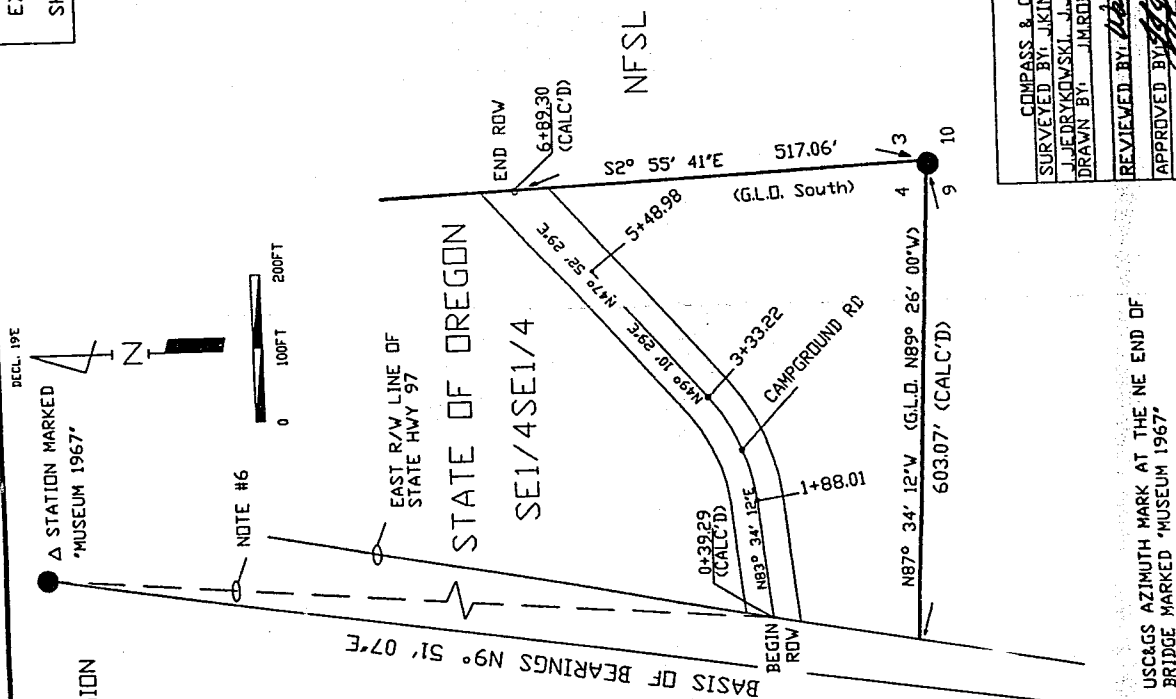
## NOTES

- 1) TOTAL ACRES IS APPROX: RD. 9730 = 1.000.
- 2) BASIS OF BEARING IS N9°51'07"E. FROM AZIMUTH MONUMENT 'MUSEUM 1967' TO Δ STATION 'MUSEUM 1967'.
- 3) THE R.O.W. WIDTH IS 66', 33' EACH SIDE OF CENTERLINE
- 4) ROUTE ACQUIRED EXTENDS FROM U.S. HWY 97 TO PROPERTY BOUNDARY.
- 5) BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE STATED.
- 6) THE TIE FROM THE Δ STATION TO THE BEGINNING OF R/W IS S90° 21' 48"W AT 3503.18FT.

## LEGEND

- CORNER MONUMENTS FOUND  
 — PROPERTY BOUNDARY  
 — EXISTING RDS.

EXISTING  
IFSL NATIONAL FOREST SYSTEM LAND  
SHSD OREGON STATE HIGHWAY DEPTMENT  
TRIANGULATION STATION



COMPASS & CHAIN	DATE
SURVEYED BY J. KING, J. GERAUD	7/29
J. JEDRYKOWSKI, J. JOLLEF	
DRAWN BY J. M. ROBINSON	1/21
REVIEWED BY <i>Robert Lee</i>	<i>5/9</i>
APPROVED BY <i>Robert Lee</i>	<i>5/9</i>

USC&GS AZIMUTH MARK AT THE NE END OF  
BRIDGE MARKED "MUSEUM 1967"

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Winema National Forest the 25th day  
of June A.D., 19 91 at 2:38 o'clock P.M., and duly recorded in Vol. M91,  
of Deeds on Page 12130

**FEE \$23.00**

On Page 1249  
Evelyn Biehn, County Clerk

By Pauline Mulenders