

USDA FOREST SERVICE

Road Number: 3753

RIGHT-OF-WAY EASEMENT DEED

THIS EASEMENT, dated this 12th day of June, 1991, from Jeld Wen, Inc. 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 \$360.00 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. 38 S., R. 11 E., W.M.
sec. 24, SE1/4NW1/4

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 substantially 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:

- 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 road 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 hereinafter 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 costs 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.

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.

JELD-WEN, inc.

by: 

R. L. Wendt

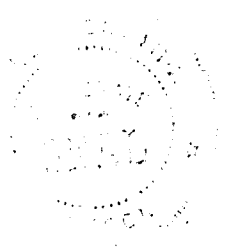
Title: President

SEAL

Attest: 

By: 

(Secretary)

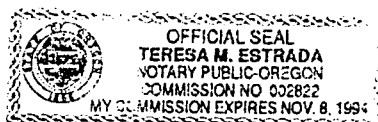


ACKNOWLEDGMENT

State of Oregon)
)ss.
County of Klamath)

On this 12th day of June, 1991, before me the undersigned, a notary public in and for said County and State, personally appeared R. L. Wendt and R. C. Wendt, known to me to be the President and Secretary of JELD-WEN, inc., 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.



Teresa M. Estrada
Notary Public for the State
of Oregon, Residing
at Klamath Falls
My Commission Expires 11-8-94

SEAL

Return: Richard A. Woodward
Fremont National Forest
524 North G St.
Lakeview, Or. 97630

EXHIBIT A

SHEET 1 of 1

NOTES

Centerline of existing road was determined from the Beatty S.E. Orthophoto Quad Map prepared by the U.S. Forest Service, the location being digitized and rescaled for this drawing. All corner ties were performed in the field 9/88. Distances were measured by electronic distance measuring instrument along the property line as posted to the centerline of the existing road. Bearings are based on the record bearings shown on Survey Plat number 3693 which was based on Solar Observation. This Plat is on file with the Klamath County Surveyor. The R.O.W. is 66 feet in width; 33 feet on either side of centerline. The route being acquired extends from and terminates at the true property line.

CN 1/16 S.24
N. 0°30'13"W.
238.2 Ft.



Point of beginning

Point of ending

S. 0°16'06"E.
547.4 Ft.

SE 1/4 NW 1/4
Sec. 24

JELD-WEN, INC.

FREMONT NATIONAL FOREST

FREMONT NATIONAL FOREST

CN 1/16 S.24

LEGEND

Corner and accessories found as recorded

Corner found - not tied

Existing Road - Centerline proposed R.O.W.

1/4 Section line

1/16 Section line

R.O.W. ACRES

Section 24 2.3 Ac.

AREA ENCOMPASSED BY EXISTING ROAD: 0.7 Ac.



SCALE IN FEET

5460 RIGHT-OF-WAY ACQUISITION

USDA FOREST SERVICE

PACIFIC NORTHWEST REGION

FREMONT NATIONAL FOREST

Klamath County, Oregon

PROJECT: Road No. 3753

SEC. 24, T.38S., R.11E., W.M.

Method of Survey: Theodolite/EDM

Date of Plat: 1/30/91

Surveyed by: J.H. RICHTER

Date: 9/88

Reviewed by: *John H. Thompson*

Date: 2/6/91

Accepted by: *John H. Thompson*

Date: 2/6/91

Property Owner: JELD-WEN, INC.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Richard A. Woodward the 27th day of Aug. A.D., 19 91 at 3:45 o'clock P.M., and duly recorded in Vol. M91 of Deeds on Page 17147.

FEE \$28.00

Evelyn Biehn, County Clerk

By *Pauline M. Moore*