

76041

WHEN RECORDED MAIL TO: 02-14-94P03:21 RCVD
 Winema National Forest
 2819 Dahlia Street
 Klamath Falls, OR 97601
 ATTN: Dolly Stangl

Vol 94 Page 4891
 SEND TAX STATEMENT TO:

Tax Exempt

USDA Forest Service

MAC 26940
RIGHT-OF-WAY EASEMENT DEED

Road 9717

THIS EASEMENT, dated this 14th day of December, 1993, from J-Spear Ranch Co., an Oregon corporation, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee."

WITNESSETH:

Grantor, for and in consideration of ONE THOUSAND TWENTY-FIVE DOLLARS (\$1,025.00), 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. 35 S., R. 7 E., W.M.,
 sec. 15, E1/2E1/2;
 sec. 22, 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 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:

Correct as to consideration, description and conditions.

Murphy R. Stangl
 Date 12/17/1993

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 premises 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 in 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 costs proportionate to use as provided in 36 CFR 212.7(d).

If for a period of ten (10) years the Grantee shall cease to use, or preserve for prospective future use, the road or any segment thereof for the purposes granted, or 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 nonuse or of such determination by the Regional Forester, 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.

J-Spear Ranch Co.

by Thomas J. Shaw
Title President

SEAL

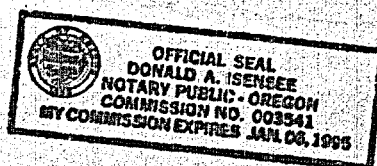
Attest J. J. Hargreaves
Title Exec Vice Pres.

ACKNOWLEDGMENT

State of Oregon
County of Clatsop) ss.

On this 14th day of December, 19 93, before me the undersigned, a notary public in and for said County and State, personally appeared THOMAS J. SHAW and J. G. HARGREAVES 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 A. Isensee
Notary Public for the State of Oregon
My Commission Expires 1-06-95

"EXHIBIT A"

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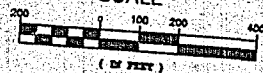
FILE DESIGNATION 5460

USDA FOREST SERVICE
PACIFIC NORTHWEST REGION
WINEMA NATIONAL FOREST
CHILOQUIN RANGER DISTRICT

Right-of-Way Acquisition
Road No. 9717
Located in: Sec. 15 and Sec. 22
T. 35 S., R. 7 E., W.M.
Klamath County, Oregon



SCALE



TRAVERSE DATA

PI	BEARING	DIST.	Q OFFSET	ROAD WIDTH
A	S 65°33'58" E	182.17	0.0	12.0'
B	S 31°46'23" E	233.48	3.0' R	12.5'
C	S 13°15'43" E	100.32	0.0	11.0'
D	S 22°58'18" E	89.77	0.0	12.0'
E	S 09°23'32" E	87.72	0.0	13.0'
F	S 20°22'50" E	125.95	2.0' L	12.5'
G	S 14°47'08" W	481.01	4.5' R	13.5'
H	S 17°54'06" W	392.70	0.0	12.0'
I	S 05°34'12" E	194.82	2.0' L	14.0'
J	S 27°45'16" E	258.80	2.0' L	13.5'
K	S 28°00'04" W	284.49	7.5' R	14.5'
L	S 06°23'37" E	314.38	3.0' L	13.0'
M	S 45°08'24" E	248.14	3.0' L	14.0'
N	S 27°25'17" E	121.17	2.0' R	12.0'
O	S 45°30'37" E	122.14	0.0	13.5'
P	S 45°27'00" W	210.43	19.5' R	17.0'
Q	S 66°01'40" W	319.94	5.5' R	18.5'
R	S 48°33'41" W	189.09	6.5' L	15.0'
S			0.0	13.5'

NOTES:

1. Basis of Bearings---R.O.S. 3606 by solar observation
2. Right-Of-Way width shall be 66 feet 33 feet each side of centerline.
3. Total acreage of Right-of-Way is 5.871 acres
4. Route being acquired extends from and terminates at the true property line.

LEGEND

- FOUND 5/8" REBAR (PER R.O.S. 4171)
- (XXX) RECORD BEARING/DISTANCE
- /// POSTED & BLAZED BOUNDARY LINE
- EXISTING ROAD TRAVERSE

USDA FOREST SERVICE DEPARTMENT OF AGRICULTURE	
METHOD OF SURVEY: TRAVERSE AND JUMP	
PREPARED BY: J. D. JONES	DATE: 11/14/1991
CHECKED BY: J. D. JONES	DATE: 11/14/1991
APPROVED BY: [Signature]	

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co
of Feb A.D., 1994 at 3:21 o'clock P M., and duly recorded in Vol. M94 day
of Deeds

FEE \$25.00

on Page 4891
Evelyn Biehn County Clerk

By [Signature]