

Rt: Fremont Nat. Forest  
ATTN: Richard Woodward  
HC 10 Box 337  
LaRevue OR 97630

2001 JAN -8 AM 8:54

Vol M01 Page 636

Authorization ID BLY17  
Contact ID BLY17  
Expiration Date: \_\_\_\_\_

FS-2700-9j (8/99)  
OMB No. 0596-0082

**U. S. DEPARTMENT OF AGRICULTURE**  
**Forest Service**  
**PRIVATE ROAD EASEMENT**  
**Act of October 21, 1976 (P. L. 94-579);**  
**36 CFR 251.50, et seq**

**State of Oregon, County of Klamath**  
Recorded 01/08/01, at 8:54 a.m.  
In Vol. M01 Page 636  
**Linda Smith,**  
County Clerk Fee\$ 51.00

THIS EASEMENT, dated this 4<sup>th</sup> day of January, 2001, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to JOHN and KATHY MORRIS, 236 North Dean Street, Coquille, Oregon 97423, a married couple, of the State of Oregon, hereinafter called Grantee.

**WITNESSETH:**

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1761), 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, for and in consideration of the payment of an annual use fee paid by Grantee does hereby grant to Grantee, subject to existing easements and valid rights, a nonexclusive easement for use of a road, along and across a strip of land, over and across the following described lands in the County of Klamath, State of Oregon:

T. 37 S., R. 15 E., WM., Section 28, SW1/4

The location of said easement is shown approximately on Exhibit A attached hereto.

Said easement shall be 15 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 easement granted.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest.

- A. Grantee shall comply with applicable Federal or State law and shall comply with State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance of or for rights-of-way for similar purposes, if those standards are more stringent than applicable Federal standards.
- B. The rights herein conveyed do not include the right to use the road for access to developments for short- or long-term residential purposes, unless and until the Grantor and the Grantee agree upon traffic control regulations, rules, and other provisions to accommodate such use of the road.
- C. Upon change in ownership of the land or facility served by this road, the rights granted under this easement may be transferred to the new owner upon written notification to the Regional Forester.

Certified Correct to Description  
Conditions and Consideration  
Date 1/4/2001  
Title Land Specialist

1

BLY 17 continued

- D. This easement shall continue for as long as the property served is used for a single-family residence; Provided, That the Grantor shall review the terms and conditions of this easement at the end of each 30-year period from the date of issuance, and may incorporate in the easement such new terms, conditions, and stipulations as existing or prospective conditions may warrant. These shall have the same force and effect in the future as if incorporated in this grant.
- E. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Grantor prior to beginning such construction or reconstruction.
- F. Grantee shall have the right to cut timber upon the easement area to the extent necessary for maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into standard log lengths or other products as specified by the authorized officer and decked along the road for disposal by the owner of such timber.
- G. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Grantor 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.
- H. The Grantee shall provide maintenance so that there is no damage on adjacent National Forest land. The Grantee shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.
- I. Grantee shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized by this easement. The initial payment is set at \$80.00 for the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of \$80.00 adjusted using the Implicit Price Deflator-Gross National Product index (IPD-GNP), or other factor selected by the Forest Service, to reflect more nearly the current fair-market value of the use. At intervals to be determined by certain changes in the indexes used to establish the linear rights-of-way fee schedule, the fee shall be reviewed and adjusted as necessary to assure that it is commensurate with the value of the rights and privileges authorized. Failure of the holder to pay the annual payment, late charges, or other fees or charges shall cause the easement to terminate.
- J. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

BLY 17 continued

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq.*)

- K. This easement shall terminate in the event an easement is granted subsequently by the United States to a public road agency for operation of this road as a public highway.
- L. Grantee shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with existing Federal and State laws.
- M. Grantee shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Grantee's use or occupancy under this easement.
- N. Upon termination of this easement, the Grantee shall remove within a reasonable time the structures and improvements and shall restore the site to a condition satisfactory to the Grantor, unless otherwise waived in writing. If the Grantee fails to remove the structures or improvements within a reasonable period, as determined by the Grantor, the Grantor may remove and dispose of any improvements and restore the area and all costs shall be paid by the Grantee.

If the Grantor waives the removal of the improvements and restoration of the site, all improvements shall become the property of the United States.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

- 1. The right to cross and recross the road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with Grantee's use of the road.
- 2. The right to all timber now or hereafter growing on the right-of-way, subject to Grantee's right to cut such timber as herein provided.

BLY 17 continued

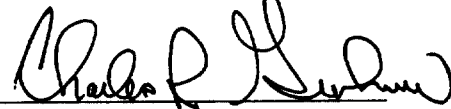
3. The right alone to extend rights and privileges for use of the road constructed on the premises to other users, provided that nonfederal users shall bear a fair share of the current replacement cost less depreciation of the road and shall reconstruct the road as necessary to accommodate their use.
4. The Grantor reserves the right to use or authorize the use of the road by other Federal agencies, without cost other than the performance or payment, as it may elect, for its proportionate share of maintenance costs.
5. The Grantor retains the right to occupy and use the right-of-way, and to issue or grant rights-of-way for other land uses, for other than road purposes, upon, over, under, and through the easement area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.
6. The right to terminate this easement if the Grantor assumes jurisdiction and control of the road as a Forest Development Road and issues a replacement easement providing only for use of the road. The replacement easement shall be in the current standard format, which provides the Grantee the right to use the road for the purposes and for the period authorized by this easement, subject to such traffic control regulations and rules as Grantor may impose reasonably upon or require of other users of the road without unreasonably reducing the rights herein granted.

The Grantor may take action to suspend, revoke, or terminate this easement under the Rules of Practice Governing Formal Adjudicatory Administrative Proceedings Instituted by the Secretary Under Various Statutes in 7 CFR 1.130-1.151. An administrative proceeding is not required when the easement terminates on the occurrence of a fixed or agreed-upon condition, event, or time.

BLY 17 continued

IN WITNESS WHEREOF, the Grantor, by its Forest Supervisor, Fremont and Winema National Forests, Pacific Northwest Region, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Assistant Secretary for Natural Resources and Conservation, the delegation of authority by the Assistant Secretary for Natural Resources and Conservation, to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 20, 1982, (47 FR 36465), and the delegation of authority by the Regional Forester, Pacific Northwest Region, 58 FR 30766, published May 27, 1993, on the day and year first above written.

UNITED STATES OF AMERICA



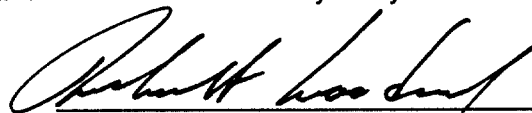
Charles R. Graham  
Forest Supervisor  
Fremont and Winema National Forests  
Pacific Northwest Region  
Forest Service  
Department of Agriculture

## ACKNOWLEDGMENT

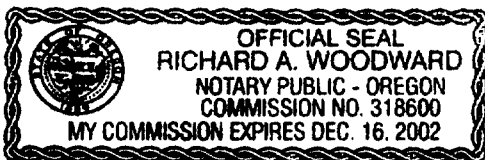
STATE of Oregon )  
 )ss.  
County of Lake )

On this 4<sup>th</sup> day of January, 2001, before me, the undersigned, personally appeared Charles R. Graham, Forest Supervisor, Fremont and Winema National Forests, Pacific Northwest Region, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he executed said instrument 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 official seal the day and year first above written.



Name (Printed) Richard A. Woodward  
Notary Public for the State of Oregon  
Residing at Lebanon  
My Commission Expires 12/16/2002



## BLY 17 continued

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According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

# MAP OF NEW EASEMENT

FOR MORRIS PRIVATE ROAD,  
LOCATED IN THE SW1/4 OF  
SECTION 28, T37S, R15E, W1M,  
KLAMATH COUNTY, OREGON

642

## NEW LEGAL DESCRIPTION FOR 30 FT. WIDE EASEMENT

THE FOLLOWING LEGAL DESCRIPTION DESCRIBES THE CENTER LINE OF AN EASEMENT, 30 FT. WIDE, (15 FT. ON EACH SIDE OF THE DESCRIBED CENTER LINE), WITH THE NORTH AND SOUTH BOUNDARIES OF THE EASEMENT EXTENDING FROM THE SECTION LINE BETWEEN SECTIONS 28 AND 29 ON THE WEST END TO THE EXISTING WEST EDGE OF FISHOLE CREEK ROAD ON THE EAST END, ALL LOCATED IN THE SW1/4 OF SECTION 28, T. 37 S., R. 15 E., WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE CORNER OF SECTIONS 28, 29, 32 AND 33, N 0°05'00"E 1926.68 FEET ON THE LINE BETWEEN SAID SECTIONS 28 AND 29 TO THE TRUE POINT OF BEGINNING, THENCE ON SAID CENTER LINE OF THE 30 FT. WIDE EASEMENT S89°53'12"E 216.00 FEET MORE OR LESS TO THE EXISTING WEST EDGE OF FISHOLE CREEK ROAD, WITH THE EASEMENT CONTAINING 0.15 ACRES.

SURVEYED FOR:

### FREMONT NATIONAL FOREST

U.S.D.A., PACIFIC NORTHWEST REGION  
HC 10, BOX 337  
LAKEVIEW, OR. 97630

PURPOSE

2730 ROW GRANT  
FOR MORRIS PRIVATE ROAD

DATE:  
APRIL 2000

FIELD CREW:  
JEB and JD

DRAWN BY:  
JEB

JOB ID.  
MORRIS

EQUIPMENT:  
NIKON DTM-A20

CHECKED BY:  
JEB

PHONE (541) 882-7934

BARRETT  
LAND SURVEYING



JERRY E. BARRETT  
5537 HOMER DRIVE  
KLAMATH FALLS, OR. 97603

OREGON REGISTERED  
LAND SURVEYOR No. 2040

SEC. 29

SEC. 28

THE 1/4 CORNER OF SECTIONS  
28 AND 29, MONUMENTED  
WITH AN IRON PIPE, WITH  
A BRASS CAP ON TOP, MARKED  
AS SHOWN:

T37S R15E  
1/4  
S 29 | S 28  
1936

NATIONAL FOREST  
SYSTEM LANDS

N 0°25'00"W

FISHOLE CREEK ROAD

S89°53'12"E  
216.00'

N 0°27'00"W

LOCATION OF NEW  
PROPOSED 30 FT.  
WIDE ACCESS  
EASEMENT

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Jerry E. Barrett*

OREGON  
JULY 15, 1993  
JERRY E. BARRETT  
2040

SCALE  
1" = 200 FT.

T37S R15E  
S 29 | S 28  
S 32 | S 33  
1936

SEC. 29

SEC. 28

SEC. 32

SEC. 33

THE CORNER OF SECTIONS 28, 29, 32 AND 33,  
MONUMENTED WITH AN IRON PIPE, WITH BRASS  
CAP ON TOP, MARKED AS SHOWN:

REVIEWED BY: *Peter A. Olson* 24 MAY 2000  
FOREST LAND SURVEYOR DATE

APPROVED BY: *Roger W. Yellman* May 30, 2000  
FOREST ENGINEER DATE