

77-38-5-13511-1

43455

EASEMENT

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1
2 IN CONSIDERATION of the sum of \$10.00, receipt of which
3 is hereby acknowledged by GRANTOR, HAROLD ROBERT WARNER, JR.,
4 hereinafter referred to as Grantor, conveys to JESSE ALLEN
5 PATTERSON and ELIZABETH ANNE PATTERSON, husband andwife, as Grantees,
6 their heirs, successors and assigns, a perpetual non-exclusive
7 easement to use a strip of land across the property of Grantor
8 and described as follows:

9 The Easterly 20 feet of the NE 1/4 NW 1/4
10 of Section 27, Township 39 South, Range 8,
11 E.W.M., lying North of the Klamath Falls-
Ashland Highway.

12 The terms of this easement are as follows:

13 1. Grantee and their agents, independent contractors
14 and invitees shall use the easement strip for access to the
15 property described in Paragraph 4, and inconjunction with such
16 use may construct, reconstruct, maintain and repair a road thereon.

17 2. This easement is appurtenant to the real property
18 owned by Grantee and described in Paragraph 4, however, in the
19 event of any subdivision or sale of any portion of such property
20 by Grantee, this easement shall remain appurtenant to any of the
21 subdivided or sold property, and the owners of such parcels into
22 shich the property is divided shall have rights identical to those
23 of Grantees herein.

24 3. This easement shall be perpetual.

25 4. The following is a description of Grantees property
26 to which this easement is appurtenant:

27 The SE 1/4 of the SW 1/4 of Section 22,
28 Township 39 South, Range 8, E.W.M.,
Klamath County, Oregon.

after
recording
return to



HENDERSON
& MOLATORE
ATTORNEYS AT LAW
426 MAIN STREET
KLAMATH FALLS,
OREGON 97601
TELEPHONES
(503) 884-7731
884-2030

1 5. Grantee agrees to indemnify and defend Grantor
2 from any loss, claim or liability to Grantor arising in any
3 manner out of Grantees use of this easement.

4 6. This easement is granted subject to all prior
5 easements or incumbrances of record.

6 7. Grantor reserves the right to use, construct,
7 reconstruct and maintain any road located upon the easement strip
8 for purposes of access for forest management and heavy hauling of
9 timber, rock or equipment. Grantor may grant use rights for such
10 use to third parties. The parties shall cooperate during periods
11 of joint use so that each party's use shall cause a minimum of
12 interference to the others, however, in case of conflict Grantors
13 right of use shall be dominant.

14 8. Grantor reserves the right to relocate the road at
15 any time and in such case shall reconstruct the road at such new
16 location in as good or better condition as existed at the prior
17 location. If the road is relocated, Grantor may record an instru-
18 ment indicating the relocated road centerline and such instrument
19 shall serve to amend this easement and eliminate any rights of
20 Grantee in the original easement strip. Such amendment of the
21 description shall be effective whether or not signed by Grantee,
22 but Grantee shall execute it or such other document necessary to
23 indicate relocation of the easement strip when and if requested
24 by Grantor.

25 9. In the event Grantee defaults under the contract of
26 sale for the purchase of the property described in Paragraph 4
27 above, any rights in this easement shall revert to Grantor and
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1 this easement shall be null and void.

2 IN WITNESS WHEREOF the parties have caused this instru-
3 ment to be executed the day and year above first written.

4
5 GRANTOR:

6 Harold Robert Warner, Jr.
7 Harold Robert Warner, Jr.

8
9 GRANTEES:

10
11 Jesse Allen Patterson
12 Jesse Allen Patterson

13
14 Elizabeth Anne Patterson
15 Elizabeth Anne Patterson

16 STATE OF OREGON)
17) ss.
18 County of Klamath)

19 On this 15 day of December, 1977,
20 personally appeared before me the above named HAROLD ROBERT WARNER,
21 JR., who is known to me to be the individual described therein,
22 and who acknowledged to me that he executed the within instrument
23 freely and voluntarily.

24 [Signature]
25 NOTARY PUBLIC FOR OREGON
26 My Commission Expires: 11-3-80

27
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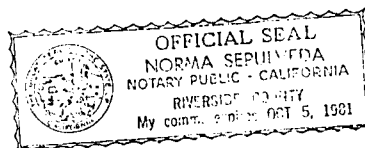
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1 STATE OF CALIFORNIA }
2 County of Riverside } ss.

3 On this 9 day of December, 1977,

4 personally appeared before me the above named JESSE ALLEN PATTERSON
5 and ELIZABETH ANNE PATTERSON, who are known to me to be the indivi-
6 duals described therein, and who acknowledged to me that they
7 executed the within instrument freely and voluntarily.

8 Norma Sepulveda
9 NOTARY PUBLIC FOR:
10 My Commission Expires: Oct 5, 1981



17 DATE OF OREGON; COUNTY OF KLAMATH; ss.

18 filed for record at request of Transamerica

19 this 21 day of February A. D. 1978 at 3:33'clock P.M., and

20 duly recorded in Vol. 78, of Deeds on Page 264

21 Fee \$12.00 By Wm D. MILNE, County Clerk
22 Bernice W. Hillock

23
24
25
26
27
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& MOLATORE
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