

EASEMENTVol. ^m 79 Page 22820

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, does hereby convey to LOWELL N. JONES, hereinafter referred to as Grantee, a personal nonexclusive easement and right of way over, upon and across:

U.S. Government Lot 7 of Section 10 and U.S. Government Lots 24, 25 and 26 of Section 3, all in Township 33 South, Range 7½ East, Willamette Meridian, Klamath County, Oregon, said easement and right of way being approximately sixteen (16) feet in width, eight (8) feet on each side of the centerline, said centerline being more particularly described as follows:

Beginning at a point on the North right of way line of Klamath County Road No. 624 known as the Dixon Road, said point being South 87° East 1040.2 feet from the one quarter corner common to Sections 3 and 10, Township 33 South, Range 7½ East, Willamette Meridian; thence North 1°30' East 440.1 feet along the centerline of an existing road; thence continuing along the centerline of said existing road North 13°30' West 100.0 feet; thence North 5° West 50.0 feet; thence North 7°30' East 100.0 feet; thence North 24°30' East 50.0 feet; thence North 38° East 94.3 feet; thence North 17° East 276.0 feet; thence North 42°30' East 50 feet; thence North 62°30' East 226.1 feet to the end of said existing road; thence North 9° East 134.3 feet to a point on the North line of U.S. Government Lot 26 of Section 3, Township 33 South, Range 7½ East, Willamette Meridian, said point being South 89°53' East 41.6 feet from the Southeast 1/16th corner of said Section 3.

The rights and privileges herein granted are for the purposes of maintaining and using the existing forest road and constructing, maintaining, and using a spur road for ingress and egress to and from Grantee's property.

TO HAVE AND TO HOLD said easement and right of way forever; subject to the following:

1. Grantee, when using the existing road on said easement and right of way, shall maintain said road in a condition as good as existed prior to the commencement of such use, provided that when Grantee and other authorized parties jointly use said road, then each party shall be responsible for a proportionate part of the entire maintenance which said part shall be based upon the ratio of party use to total use.

2. Grantee shall repair and pay for all damage to property of Grantor resulting from any act, omission or neglect of Grantee.

Return

Lowell N. Jones
P.O. Box 1866
K. Falls.

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- 3. Grantee shall save and hold harmless, and indemnify Grantor from any and all claims, suits or actions at law, including attorney's fees, which may arise out of any injury to or death of persons, or damage to property, caused by, arising from or in any manner connected with the exercise of any right granted, or conferred, by this easement.
- 4. Grantee shall obtain the approval of Grantor prior to any relocation, reconstruction or improvement of the existing road.
- 5. Grantee shall pay Grantor, or cause to be paid thereto, prior to cutting or removing any forest products from said easement and right of way the then current market value for said forest products.
- 6. Grantor, its officials, employees or contractors shall in no way be held responsible for any maintenance, repairs or replacement of said road, nor be responsible in any way for any damage suffered by said road.
- 7. This easement is for the sole use and benefit of the Grantee for purposes of ingress and egress to and from Grantee's property and for no other purpose whatsoever. It does not inure to the benefit of any person or persons who may succeed to Grantee's interest in any fractional portion of Grantee's land as presently owned by Grantee.
- 8. In the event of the non-use for a period of three (3) years of the rights herein granted, said easement and right of way shall revert to Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed on this 21st day of September, 1979.

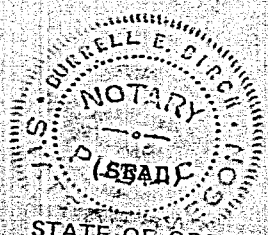
STATE OF OREGON, acting by and through its Board of Forestry

By J. E. Schroeder
J. E. Schroeder, State Forester

STATE OF OREGON)
County of Marion) ss.

September 21, 1979.

Personally appeared the above-named J. E. Schroeder, State Forester, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Burrell E. Birch
Notary Public for Oregon
My Commission expires: 6/1/82

STATE OF OREGON; COUNTY OF KLAMATH; ss.:

I hereby certify that the within instrument was received and filed for record on the 26th day of September A.D., 19 79 at 3:57 o'clock P M., and duly recorded in Vol M79 of Deeds on Page 22820.

FEE \$7.00

WM. D. MILNE, County Clerk
By Bernice H. Hetch Deputy