

89555

E A S E M E N T

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IN CONSIDERATION of the sum of THREE HUNDRED AND NO/100

DOLLARS (\$300.00), BROOKS SCANLON, INC., grantor, conveys to:

VIRGINIA IRENE DeMUTH, a single woman,

VERNON D. HALL and CORA E. HALL, husband and wife,

ELLIS L. BOWMAN and SHIRLEY ANN BOWMAN, husband and wife,

WILLIAM S. MARDOCK, a single man,

R. D. SLACK and BEATRICE G. SLACK, husband and wife,

TODD W. McCLASKEY, a single man,

GARY L. PITZER and CAROLE A. PITZER, husband and wife,

RICHARD D. SLACK, a single man,

CECIL H. ROGERS and LAURA B. ROGERS, husband and wife,

LARRY E. BOWMAN and CONNIE KAY BOWMAN, husband and wife,

GARY BOWMAN and JANICE BOWMAN, husband and wife,

JAMES HESSELGRAVE and SYLVIA HESSELGRAVE, husband and wife,

WILLIAM S. MARDOCK, III, a single man,

TIM B. STIVERS and GENEVA M. STIVERS, husband and wife,

Grantees, their heirs, successors and assigns, a perpetual non-exclusive easement to use a strip of land twenty feet wide across an existing roadway from the Westerly right-of-way of U.S. Highway 97 to the Northeast corner of the Gerhart Subdivision, as said property is described below, said strip of land to connect to an existing thirty foot road right-of-way along the East boundary of said Gerhart Subdivision, and said strip of land being generally located in the S 1/2 SW1/4 NW1/4 and in the NE1/2 NW1/4 SW1/4 of Section 25, and in the SE1/4 of the NE1/4 of Section 26, T. 23 S. R. 9 E.W.M., Klamath County, Oregon, as shown on Exhibit A attached

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GRAY, FANCHER, HOLMES & HURLEY

ATTORNEYS AT LAW
1044 N.W. BOND STREET
BEND, OREGON 97701

980 SEP 12 AM 8 57

hereto and by this reference made a part hereof.

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The terms of this easement are as follows:

1. Grantee, their agents, independant contractors and invitees shall use the easement strip for road purposes only for access to the property described in paragraph 6 and in conjunction with such use may contruct, re-construct, maintain and repair a road thereon.

2. (a) Grantor reserves the right to use the above-described easement for any reason whatsoever including but not limited to the right to use, construct, re-construct and maintain the road located on the easement strip for purposes of access for forest management and heavy hauling of timber, rock or equipment, and for purposes of access to any property owned by any subsidiary of the grantor. Grantor may grant use rights for such use to third parties. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the others, however, in the case of conflict, grantor's right of use shall be dominant.

(b) Grantor reserves the right to relocate the road at any time and in such case shall reconstruct the road at such re-location and in as good or better condition as existed at the prior location. If the road is relocated, grantor may record an instrument indicating the relocated road and such instrument shall serve to amend this easement and eliminate any rights of grantee in the original easement strip. Such amendment of the description shall be effective whether or not signed by grantee, but grantee shall execute it or such other document necessary to indicate re-location of the easement strip when and if requested by grantor.

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3. Grantee agrees to indemnify and defend grantor from any loss, claim or liability to grantor arising in any manner out of grantee's use of the easement strip. Grantee shall pay grantor for any merchantable timber or other property of grantor's damaged by grantees' use of this easement. Grantee assumes all risk arising out of its use of the easement strip and grantor shall have no liability to grantee or others for any condition existing thereon.

4. This easement shall be perpetual; however, in the event that it is not used by grantee for a period of three years, or if otherwise abandoned by grantee, the easement shall automatically expire and grantee shall upon request execute a recordable document evidencing such expiration.

5. This easement is granted subject to all prior easements or encumbrances of record.

6. This easement is appurtenant to the property owned by Grantees described as follows:

The property known as the "Gerhart Subdivision" more particularly described as the Northeast Quarter of the Southeast Quarter of Section 26, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

IN WITNESS WHEREOF the parties have caused this instrument to be executed this 19 day of January, 1976.

BROOKS SCANLON, INC.

BY Leo M. Hopper

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STATE OF OREGON, County of Deschutes, ss: January 19, 1976.

Personally appeared the above-named Leo M. Hopper

who, being first duly sworn, stated that he is the Vice President-Operations & Sales

of BROOKS SCANLON, INC. and that the foregoing easement was

voluntarily signed on behalf of said corporation by authority

of its Board of Directors. Before me:

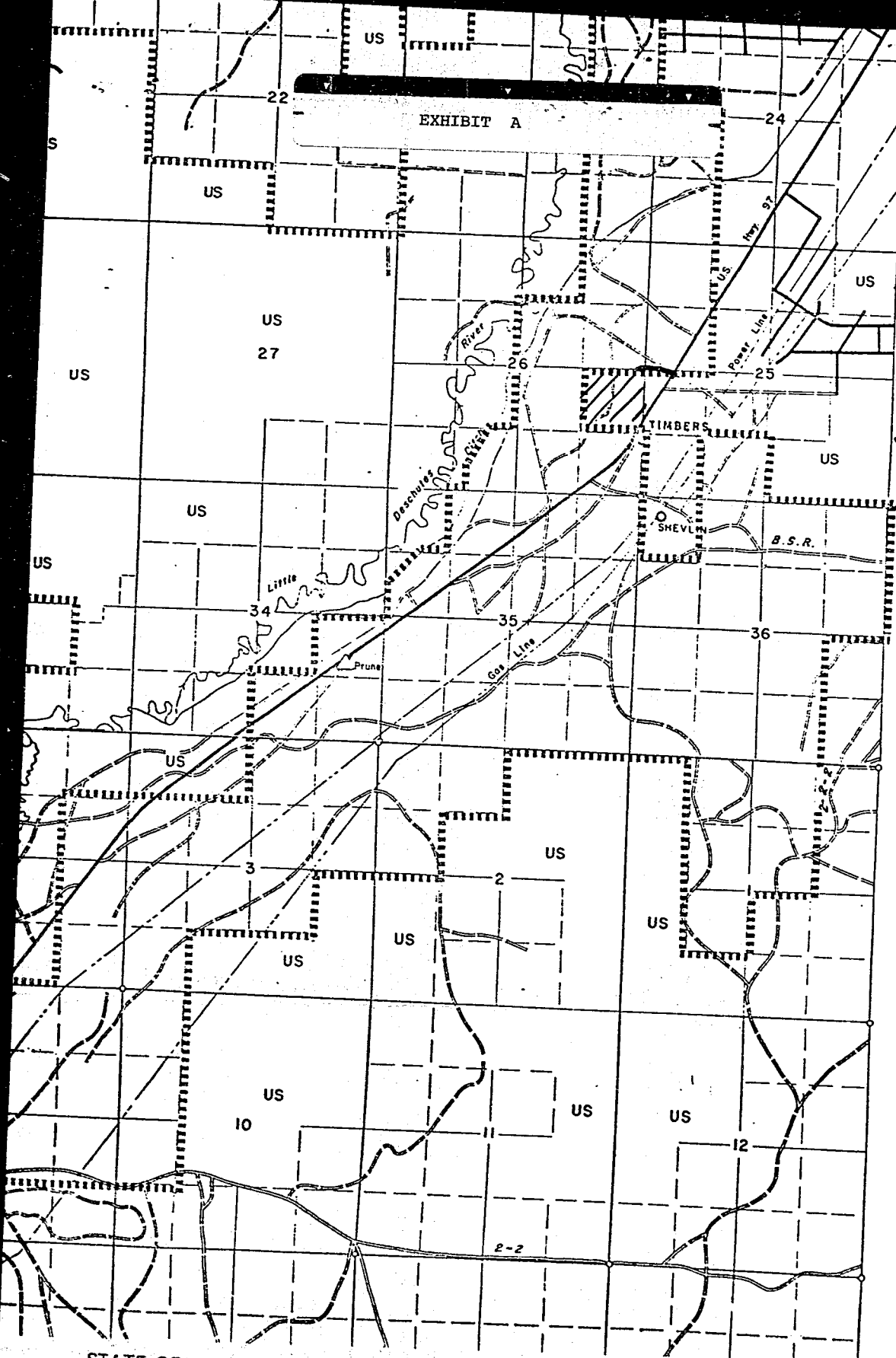
James W. Fancher
NOTARY PUBLIC FOR OREGON
My commission expires: 1/26/79

Return to.

Virginia Demuth

204 N.E. 108th Ave

Portland, Or. 97220



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EASEMENT
LOCATION

//// -
GERHART
SUBDIVISION

W B-S INC
PROPERTY
BOUNDARY

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 12th day of
September A.D., 19 80 at 8:57 o'clock A M., and duly recorded in Vol M80
of Deeds on Page 17293.

FEE \$17.50

WM. D. MILNE, County Clerk
By Bernetha Heflich Deputy