

34080

ROAD EASEMENT Vol. ^{M78} Page 24877

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THIS AGREEMENT entered and made on the date below signed by and between KEITH C. CALDWELL and EVELYN M. CALDWELL, husband and wife; and W. W. POLLARD and BETTYE JO POLLARD, husband and wife; hereinafter referred to as "Parties", for the granting one to the other, and reservation thereof the following described road easement subject to the terms, conditions, restrictions and reservations described herein:

1. Easement Conveyed: In and for good and valuable consideration consisting of cross-grants of easement by and between all parties to this easement agreement, the parties each as to the other, convey a non-exclusive 30 foot wide easement appurtenant for access and egress across the respective properties, more particularly described below:

WESTERLY PORTION:

A tract of land situated in Government Lots 21, 22 30, and 31, section 20 and the W1/2 of Section 21, all in T35S, R7EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8-inch iron pin from which the southwest corner of said section 21 bears S27°15'00"W 1483.08 feet; thence N00°06'45"E 1544.45 feet to a 5/8-inch iron pin on the left bank of the Williamson River; thence westerly along the left bank of the said Williamson River to the west line of said Lot 21 of said section 20; thence southerly along the west line of said lots 21, 22, 30 and 31 of said section 20 to the southwest corner of said lot 31; thence easterly to the southeast corner of said lot 31; thence southerly to the southwest corner of said section 21; thence easterly to the southeast corner of Gov. lot 36 of said section 21; thence North to a point that bears East from the point of beginning; thence West to the point of beginning, containing 123 acres, more or less, with bearings based on survey No. 2243, as recorded in the Klamath County Surveyor's office. SUBJECT TO 1,2,3,6,7 and 8 as shown in Deed Volume M78-18829 as recorded in the Klamath County deed records.

EASTERLY PORTION:

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A tract of land situated in Government Lot 3, section 28 and the W1/2 of section 21, all in T35S, R7EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8-inch iron pin from which the southwest corner of said section 21 bears S27°15'00"W 1483.08 feet; thence N00°06'45"E 1544.45 feet to a 5/8-inch iron pin on the left bank of the Williamson River; thence easterly along the said left bank of the Williamson River to the northeast corner of Government Lot 20 of said section 21; thence southerly along the east line of Government Lots 20, 26, 29, 34, and 37 of said section 21 and Government Lot 3 of said section 28 to the southeast corner of the N1/2 of said Lot 3; thence westerly to the southwest corner of the N1/2 of said Lot 3; thence northerly to the northwest corner of said Lot 3; thence North to a point that bears East from the point of beginning; thence West to the point of beginning, containing 123 acres, more or less, with bearings based on survey No. 2243, as recorded in the Klamath County Surveyor's office. SUBJECT TO items 1, 2, 3, 4, 5, 7, and 8 as shown in Deed Volume M78-18829 as recorded in the Klamath County deed records.

2. Location and Nature of Easement: The parties hereto hereby covenant and agree that said road easement shall generally follow the course designated by the present easement in use across the subject properties; commonly known as River's Bend Road. The Parties herein hereby reserve each as to itself or himself, that each party may construct, reconstruct, maintain and repair the road located upon his, hers or its real property, and that no party to this agreement shall permit any activity to be conducted upon their retained property which shall materially interfere with access or egress across said road. During all periods of maintenance, repair or relocation of said road, each party shall maintain his or its portion of the road in a condition suitable for normal passenger automobile travel, except that the Parties, shall not be responsible for road conditions caused by conditions of nature or acts of God.

3. Rights Reserved by the Parties: All Parties reserve the right to relocate the roadway on their real property

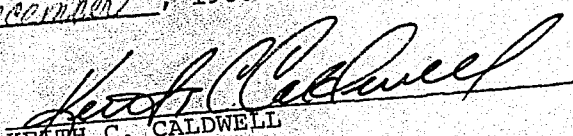
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at any time and in such case shall reconstruct the road at such new location in as good or better condition as existed in the prior location, provided that in relocating said road that grades, topography and other conditions do not increase the burdens of motor vehicle access across said easement. If said road is relocated, the Parties may record an instrument indicating the relocated road center line and such instrument shall serve to amend this easement and eliminates any rights in the original easement strip. Such amendment of the description shall be effective whether or not signed by the other parties to this agreement, but all other parties shall execute any such documents necessary to indicate the relocation of said easement strip when and if requested by any party hereto so relocating the easement.

4. Rights as to the Public and/or Other persons in the Use of said Easement: The Parties to this agreement further agree and covenant that nothing contained herein in the terms of the granting of said easement shall be construed to limit, amend, modify or annul any prescriptive rights of the parties, as to the easement described herein nor as to the status of or rights of others to use this easement.

5. Nature of Easement: This easement is appurtenant to the properties owned by all of the Parties described herein and shall be perpetual, and be binding and benefits all heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, The parties have executed this easement on the date set opposite the signature lines herein.

Dated this 19 day of December, 1980.


KEITH C. CALDWELL


EVELYN M. CALDWELL

Dated this 19 day of December, 1980.

24880

W W Pollard
W. W. POLLARD

Betty Jo Pollard
BETTYE JO POLLARD

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared W.W. POLLARD and BETTYE JO POLLARD and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

[Signature]
NOTARY PUBLIC FOR OREGON
My commission expires: 11/3/84

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared KEITH C. CALDWELL and EVELYN M. CALDWELL and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

[Signature]
NOTARY PUBLIC FOR OREGON
My commission expires: Feb 3/83

*Refer to Caldwell
Star Rt 1 Box 73
Chiloquin, Ore*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County TitleCo.

this 23rd day of December A. D. 1980 at 11:50 clock A.M., and

fully recorded in Vol. M80, of Deeds on Page 24877

Wm. D. MILNE, County Clerk

Bernetha Hellock

Fee \$14.00