

1337.

Vol. 78/ Page 11497, 311.1870

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, hereinafter referred to as "grantor", does hereby convey to LOWELL N. JONES, his heirs and assigns, hereinafter referred to as "grantee", a non-exclusive easement and right of way over, upon and across:

U.S. Government Lot 7, Section 10, and U.S. Government Lots 24, 25 and 26, Section 3, all in Township 33 S., R. 7½ E.W.M., 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 S. 87° E. 1040.2 feet from the one-quarter corner common to Sections 3 and 10, Township 33 S., R. 7½ E.W.M.; thence N. 1°30' E. 440.1 feet along the centerline of an existing road; thence continuing along the centerline of said existing road N. 13°30' W. 100.0 feet; thence N. 5° W. 50.0 feet; thence N. 7°30' E. 100.0 feet; thence N. 24°30' E. 50.0 feet; thence N. 38° E. 94.3 feet; thence N. 17° E. 276.0 feet; thence N. 42°30' E. 50 feet; thence N. 62°30' E. 226.1 feet to the end of said existing road; thence N. 9° E. 134.3 feet to a point on the N. line of U.S. Government Lot 26, Section 3, Township 33 S., R. 7½ E.W.M., said point being S. 89°53' E. 41.6 feet from the SE 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 construction, maintaining and using a spur road for ingress to and egress from grantee's property described as all that portion of Lot 18 lying South, and all that portion of Lot 17 lying South and East of the centerline of the main channel of Wood River in Section 3, Township 33 S., R. 7½ E.W.M.

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.

3. Grantee shall save and hold harmless, and indemnify grantor from any and all claims, suits or actions at law, including attorney 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 grantee for the purposes of ingress to and egress 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.

The foregoing easement supersedes and releases in total that certain easement heretofore given by grantor to grantee covering the same property under date of September 21, 1979, recorded September 26, 1979, in Volume M-79, Page 22820, Deed Records of Klamath County, Oregon.

IN WITNESS WHEREOF, grantor has caused this instrument to be signed on this 22nd day of June, 1981.

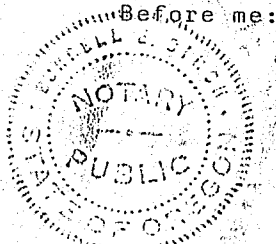
STATE OF OREGON, acting by and through
its Board of Forestry

By [Signature]
State Forester

STATE OF OREGON)
) ss. June 22, 1981
County of MARION)

Personally appeared the above-named H. Mike Miller, State Forester, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:



Return to:
H.F. SMITH
Attorney at Law
540 Main Street
Klamath Falls, OR 97601

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the 25th day of June A.D., 1981 at 2:59 o'clock P M., and duly recorded in Vol M81 of Deeds on page 11497.

Fee \$ 7.00

Bernell E. Bird
NOTARY PUBLIC FOR OREGON
My commission expires 6/1/82

EVELYN BIEHN
COUNTY CLERK
By Bernetha Kutsch Deputy