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James A. Smejkal 280 East Saunders Lake Morth Bend, OR 97459

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Vol. 18/ Fage 13347

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that GILCHRIST TIMBER COMPANY, a Delaware corporation (hereinafter "Grantor"), for a good and valuable consideration to it in hand paid, the receipt of which hereby is acknowledged, does hereby grant to JAMES A. SMEJKAL (hereinafter "Grantee"), his heirs, successors and assigns, a nonexclusive easement of right of way for a period of $-\frac{1}{1947}$ years from the date hereof to use that portion of an existing road which extends over and across the following-described property owned by Grantor in Klamath County, Oregon:

Northwest quarter of the northeast quarter, Section 20, and the west half of the southeast quarter, Section 17, all in Township 25 South, Range 8 East, Willamette Meridian.

This easement is granted subject to the following terms and conditions to which Grantee, by the acceptance hereof, agrees:

1. The road over which this easement is granted extends from its intersection with U. S. Highway 58 in the northwest quarter of Section 29, Township 25 South, Range 8 East, Willamette Meridian, which road is located approximately as shown on the attached map.

2. The easement hereby granted is for ingress and egress for domestic purposes only to the northeast quarter of the southwest quarter of Section 17, Township 25 South, Range 8 East, Willamette Meridian, and shall not be used for commercial or industrial purposes.

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3. Grantor, its successors, licensees and permittees, reserve the right to use the road at any and all times for any purpose and to grant to third parties the right to use said road.

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4. Grantor shall be under no obligation to maintain or repair the road or any portion thereof. Grantee shall repair any excessive damage to such road to the extent such excessive damage results from or is caused by use pursuant to the terms of this easement.

5. Grantee, for himself, his heirs and assigns, shall save Grantor harmless from any liability or damage, to person or to property, arising from or in any way related to the use of the rights granted by this easement.

6. In the event Grantee fails to correct any default hereunder, including the obligation to repair excessive damage to the road as set forth in paragraph 4 above, within 60 days after receiving written notice of such default, Grantor may terminate this easement forthwith by filing an affidavit of such termination in the Deed Records of Klamath County, Oregon. Upon the filing of such affidavit, this easement shall thereafter be of no further force and effect.

IN WITNESS WHEREOF the undersigned has executed this easement as of the $\frac{1673}{\text{day}}$ of $\frac{\sqrt{50/9}}{\sqrt{9}}$, 1981.

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GILCHRIST TIMBER COMPANY By Jusich R. Hilchmit

STATE OF OREGON STATE OF OREGON COUNTY OF Klamath On this <u>//oth</u> day of <u>July</u>, 1981, before me, a notary public in and for said county and state, personally appeared the within-named <u>Frank R. Gilchwist</u>, to me known, who being first duly sworn did say that he is the <u>President</u> of GILCHRIST TIMBER COMPANY, the corporation hereinbefore named; that said instrument was signed in behalf of said corporation by authority of its board of directors; and said <u>Frank R.Gilchwist</u> acknowledged the execution of said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal, the date first hereinaboyed 10 written.

Notary Public for Oregon My commission expires: Sept 24

No. 279. TOWNSHIP PLAT.

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FRANKLIN PRINTING COMPANY, PORTLAND, OREGON

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