

THIS AGREEMENT made and entered into this 29 day of JULY, 1981, by and between GENE WEITMAN and RUTH WEITMAN, husband and wife, of Jackson County, Oregon, hereinafter referred to as "Grantors", and EARL K. ALLISON and IRENE M. ALLISON, husband and wife, of Klamath County, Oregon, hereinafter referred to as "Grantees",

W I T N E S S E T H :

WHEREAS, Grantors are the owners of certain real property located in Klamath County, Oregon, upon which there presently exists a fenced roadway now being used by Grantees for access to real property owned by Grantees, described as follows:

The W 1/2 NE 1/4, Section 27, Twp. 36 S., R. 12 E.W.M., in Klamath County, Oregon, and

WHEREAS, said roadway, the subject of this agreement, is described as follows:

That certain presently existing roadway, fenced on both sides, twenty feet in width, and running easterly from Grantees' said property along and adjacent to the section line separating Sections 22 and 27 in said above mentioned township and range, a distance of approximately six hundred feet to an existing road running in a northerly direction to Beatty, Klamath County, Oregon, said roadway being located on Grantors' real property located in said Section 27 and easterly of Grantees' real property, a further description of said easement and roadway being set forth and designated on the attached map marked Exhibit "A" which is attached hereto and by this reference made a part hereof, and

WHEREAS, the parties desire to enter into this agreement under the terms of which Grantors will grant to Grantees an easement to use said roadway.

NOW, THEREFORE, it is hereby agreed as follows:

Grantors, for valuable consideration, do hereby grant unto Grantees, a perpetual nonexclusive easement to use and travel over and across said roadway for the purpose of ingress and egress to and from the said real property of Grantees.

The Grantees shall at their sole expense, maintain said roadway and fence so long as the Grantors and other parties authorized to use said road by Grantors do not use the same except for more than occasional or intermittent use. If Grantors or other parties authorized by Grantors use said roadway more frequently than for occasional or intermittent use, the cost of maintaining said road and fence shall be shared by all such parties using the road commensurate with their respective uses thereof.

Grantees shall at their expense, install appropriate gates and open and close the same, with respect to the use of said right of way as reasonably necessary to do so.

Grantees agree to save and indemnify Grantors, free and harmless of any and all claims, demands and causes of action, including any cost or expense incident thereto and also from any

Return to:

Earl K. Allison

2028 Reclamation

K. Falls, Ore

12.00
P. 2.00

SEP 3 PM 2 43

damage to the property of Grantors, arising out of or connected with the use of the rights herein granted by Grantees or anyone acting by through or under them.

15898

TO HAVE AND TO HOLD the said easement and right of way unto Grantees, his and/or her, or their, successors, heirs or assigns.

THIS AGREEMENT shall not be effective unless and until the consent of John D. Houston, sole heir of the estate of Mabel Morgan, deceased has been endorsed hereon as hereinafter provided for.

WITNESS the hands of the parties the day and year first hereinabove written.

Earl K. Allison
Earl K. Allison
Irene M. Allison
Irene M. Allison

Gene Weitman
Gene Weitman
Ruth Weitman
Ruth Weitman

"Grantees"

"Grantors"

STATE OF OREGON)
) ss:
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 7th day of July, 1981, by Gene Weitman and Ruth Weitman.

Alta M. Robinson
NOTARY PUBLIC FOR OREGON
My Commission Expires: Sept. 19, 1983
STATE OF OREGON)
) ss:
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 29th day of JULY, 1981, by Earl K. Allison and Irene M. Allison.

Orla C. Crowell
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10-21-81

C O N S E N T

I, JOHN D. HOUSTON, sole heir of the estate of MABEL MORGAN, deceased, who has heretofore inherited the rights of said decedent as a contract vendor of the subject real property upon which the foregoing easement affects, does for valuable consideration hereby join with Grantors in granting unto Grantees the foregoing easement upon the terms herein contained.

Dated this 28 day of JULY, 1981.

John D. Houston
John D. Houston
STATE OF OREGON)
) ss:
COUNTY OF KLAMATH)

The foregoing instrument was acknowledged before me this 28th day of JULY, 1981, by John D. Houston.

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/20/82

SEC.
22ROADWAY +
EASEMENT

8

SEC.
27

200

100

900

1000

1578.31

1510.89

1589.39

1700

W
E
S

Outlined on this map print is the location of the property in our order. No. 38-22465
 It is not a survey, does not show the location of any improvements and since it is furnished as an accommodation the company assumes no liability for any error therein.

EXHIBIT A

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the

8th day of September A.D., 1981 at 2:43 o'clock P M., and duly recorded in

Vol M81 of Deeds on page 15897.

Fee \$12.00

EVELYN BIEHN
COUNTY CLERKBy *Marie Delia* Deputy