59457

EASEMENT

THIS EASEMENT is granted this 12th day of January, 1986, by AMBROSE W. and FAYE R. FORD, hereinafter called "FORD", to TOM GORDON TENOLD and LINDA A. TENOLD, husband and wife, herein called "TENOLD", WITNESSETH:

I.

Fords, for and in consideration of $200.00, hereby grant and convey, without warranty, to Tenold, a perpetual nonexclusive easement upon, over and along a right of way thirty-three (33) feet in width over and across the following described lands in Klamath County, Oregon:

Township 36 S., R. 12 E.W.M., E½SE¼ of Section 12 being sixteen and one-half (16.5) feet on each side of the centerline of a road located approximately as shown in red on attached "Exhibit A". Subject as to said lands to all matters of public record and to all matters which a prudent inspection of the premises would disclose.

II.

It is mutually agreed by the parties hereto the rights herein granted are subject to the following terms and conditions:

1. The rights herein granted are for the purposes of reconstruction, use and maintenance of a road for the purpose of providing ingress to and egress from lands now owned by Tenold located in the E½SW¼ of Section 7, Township 36 South, Range 13 E.W.M.

2. Ford reserves the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, said right of way, and to use said road in any manner that will not unreasonably interfere with the rights granted Tenold hereunder.

3. When either party is the sole user of said road, or any portion thereof, such party shall maintain that portion of said road so used at its sole expense. However,

1. EASEMENT
85-12-23a

during periods of time when other parties are using the same portions of said road, maintenance shall be in proportion to each party's use.

For the purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

4. Ford has made no representation as to the present or future condition of its property, or the character of the traffic on its road, and Tenold assumes all risk of damage to property of and injury to Tenold in connection with the exercise of rights granted hereunder.

5. Tenold shall indemnify and hold harmless Ford against all claims or liabilities asserted from third persons resulting directly or indirectly from Tenold's acts or omissions hereunder whether negligent or otherwise.

5. Ford reserves all timber now on or hereafter growing within said right of way.

7. The rights and obligations hereunder shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of the parties hereto.

8. If for a period of two (2) years Tenold shall cease to use, or preserve for prospective future use, said road, or any portion thereof, for the purposes herein granted, the easement traversed thereby shall terminate. In the event of such termination, Tenold shall furnish Ford a statement in recordable form, evidencing such termination.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

Tom Gordon Tenold   Ambrose W. Ford

Linda A. Tenold   Faye R. Ford

2. EASEMENT
   85-12-23a

STATE OF _OREGON_)
) ss.
County of _KLAMATH_)

On this _12th_ day of _JANUARY_ , 198_6_, before
me personally appeared Ambrose W. Ford and Faye R. Ford, and
acknowledged that the foregoing instrument was signed as their
voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year first above written.

Lorena W. Wellington
Notary Public for _Klamath Co. Or_
My Commission expires: _1-13-89_

STATE OF OREGON   )
) ss.
County of Klamath   )

On this _12th_ day of January, 1986, before me
personally appeared Tom Gordon Tenold and Linda A. Tenold, and
acknowledged that the foregoing instrument was signed as their
voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year first above written.

Lorena W. Wellington
Notary Public for Oregon.
My Commission expires: _1-3-89_

AFTER RECORDING RETURN TO:

BRANDSNESS & HUFFMAN, P.C.
411 PINE ST.
KLAMATH FALLS, OR   97601

3.   EASEMENT
     85-12-23a

N 295,00

_4771_

T36S

wey. Co.

Co. Rd.

12

SYCAN
SIDING

N 290,00

R12E

Mosekesket
Cemetery

13

RAILROAD

Gaging
Station

140

N 285,00

T. 36 S. – R. 12 E., W.M.
K'lamath County, OR

EXHIBIT A