

72490

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E A S E M E N T

Dated: March 18, 1987

In consideration of the sum of \$10.00 DONALD M. LEFLER and PHYLLIS E. LEFLER, husband and wife, Grantors convey to DONALD M. LEFLER and PHYLLIS E. LEFLER, husband and wife, their heirs, successors and assigns, Grantees, a perpetual nonexclusive easement to use a strip of land 25 feet wide which consists of the existing roadway located across the property of Grantor described as follows:

The N $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35, Township 34 South, Range 7, East of the Willamette Meridian located in Klamath County, Oregon.

The terms of this easement are as follows:

- 1) Grantees, their agents, independent contractors and invitees shall use the easement strip for road purposes only for access to the property described in paragraph 7, and in conjunction with such use, may construct, reconstruct, maintain and repair the existing road.
- 2)(a) Grantors reserve the right to use, construct, reconstruct and maintain the road located upon the easement strip for purposes of access for forest management and heavy hauling of timber, rock or equipment. Grantors may grant use rights for such use to third parties. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the others, however, in case of conflict, Grantors' right of use shall be dominant.

(b) Grantors reserve the right to relocate the road at any time and in such case shall reconstruct the road at such new location in as good or better condition as existed at the prior location. If the road is relocated, Grantors may record an instrument indicating the relocated road centerline and such instrument shall serve to amend this easement and eliminate any rights of Grantees in the original easement strip. Such amendment of the description shall be effective whether or not signed by Grantees, but Grantees shall execute it or such other documents necessary to indicate relocation of the easement strip when and if requested by Grantors.
- 3) Grantees agree to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantees' use of the easement strip. Grantees shall pay Grantors for any merchantable timber or other property of Grantors' damaged by Grantees use of this easement. Grantees

assume all risk arising out of its use of the easement strip and Grantors shall have no liability to Grantees or others for any condition existing thereon.

4) This easement is appurtenant to the real property owned by Grantees and described below; however, in the event of any subdivision or sale of any portion of such property, this easement shall remain appurtenant only to the largest remaining parcel, and owners of the other parcels into which the property described below may be divided shall have not right to use of the easement strip.

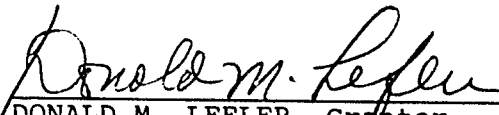
5) This easement shall be perpetual; however, in the event that it is not used by Grantees for a period of three (3) years, or if otherwise abandoned by Grantees, the easement shall automatically expire and Grantees shall upon request execute a recordable document evidencing such expiration.

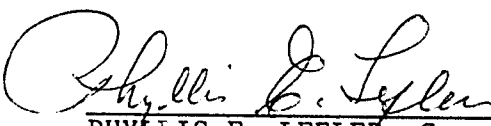
6) This easement is granted subject to all prior easements or encumbrances of record.

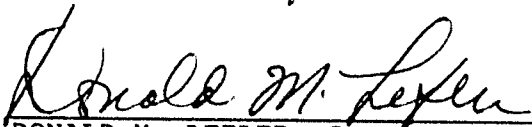
7) Following is a description of Grantees' property to which this easement is appurtenant:

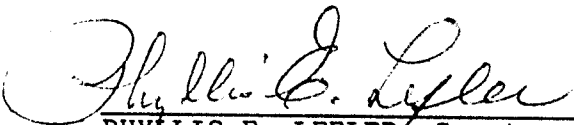
Lot 13, Block 3, Tract 115-Twin River View situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 35, Township 34 South, Range 7, East of the Willamette Meridan, Klamath County, Oregon.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.


DONALD M. LEFLER, Grantor


PHYLLIS E. LEFLER, Grantor


DONALD M. LEFLER, Grantee

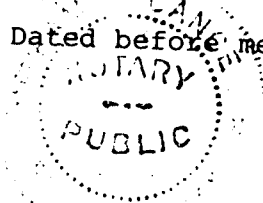

PHYLLIS E. LEFLER, Grantee

STATE OF OREGON, County of Klamath) ss.

4504

Personally appeared the above-named Donald M. Lefler and Phyllis E. Lefler and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated before me this 18th day of March, 1987.



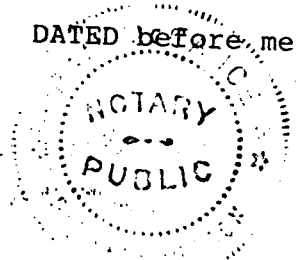
Pam McAnce

NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-1-90

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Donald M. Lefler and Phyllis E. Lefler and acknowledged the foregoing instrument to be their voluntary act and deed.

DATED before me this 18th day of March, 1987.



Pam McAnce

NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-1-90

AFTER RECORDING, RETURN TO:

Don M. and Phyllis Lefler
P. O. Box 517
Chiloquin OR 97624

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Phyllis E. Lefler the 18th day of March A.D., 19 87 at 3:01 o'clock P M., and duly recorded in Vol. M87 of Deeds on Page 4502.

FEE \$13.00

Evelyn Biehn, County Clerk
By *Pam Smith*