

71236

EASEMENT

Dated: October 1, 1993

ROBERT FUCHS and RUTH FUCHS, Grantors, convey to AUDREY R. BROWN and HELEN BROWN, Grantees, their heirs, successors and assigns, a perpetual, nonexclusive easement to use a strip of land ten feet wide, the centerline of which is located as follows across the property of Grantor:

Across Tax Lot 8900 located within Third Addition Sportsman Park along Sloan Street as shown in Map 360603BD, Southeast 1/4 Northwest 1/4 Section 03, Township 36 South, Range 06 East, Willamette Meridian, Klamath County, Oregon, commencing at a point 10 feet Southwest from the Northwest most portion of Tax Lot 8900 and running diagonally Northeasterly to a point ten feet Southeast from the Northwest most point of Tax Lot 8900, said strip connecting Tax Lot 9000 and Tax Lot 8000 being property of Grantees, or any of them.

The terms of this easement are as follows:

1. An easement is for a strip of land 10 feet in width for construction and maintenance of a pipe line, together with a right of ingress and egress, said easement being five feet on each side of the centerline described above being constructed in a practical and convenient line a distance of 14.2 feet, more or less.
2. Grantees, their agents, independent contractors and invitees shall use the easement strip for construction and maintenance of a pipe line, together with the right of ingress and egress, for purposes of connecting by the pipe line Tax Lots 9000 and 8000 being property of Grantees, or any of them. In conjunction with such use, Grantees may construct, reconstruct, maintain and repair the pipe line together with the right of ingress and egress in connection with the pipe line and have any other use allowed by law of the property served by this easement. The parties shall cooperate during the periods of use by Grantees of the pipe line and each party shall cause a minimum of interference to the other party. However, in the case of conflict, Grantees rights of use shall be dominant.
3. Grantees may grant rights for use to third parties.
4. Grantees and Grantors agree that said easement is upon mutual consent of those entitled to use the easement. Grantees agree to record an instrument indicating the aforementioned easement and any subsequent relocation or amendment. Grantors and Grantees, their heirs, successors or assigns agree to cooperate and

shall execute other documents as may be necessary to indicate or record the location or relocation of the easement strip.

5. Grantees agree to indemnify and defend Grantors from any loss or claim or liability to Grantors arising in any manner out of Grantees use of the easement strip. Grantees shall pay Grantors for any damage to property of Grantors as a result of Grantees use of this easement. Grantees assume all risk arising out of their use of the easement strip.

6. Grantors, their heirs, assigns or successors, agree to indemnify and defend Grantees from any loss or claim or liability arising in any manner out of Grantors interference with Grantees' use of the easement strip.

7. This easement is appurtenant to the real property owned by Grantees and described more fully below. In the event of a subdivision, partitioning or sale of any portion of such real property, this easement shall provide access to all property so subdivided, partitioned or sold and said parcel shall have full rights to use of the easement strip.

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

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

10. Following is a description of Grantees' property to which this easement is appurtenant:

Tax Lots 9000 and 8000, located between Sloan Street and Arnell Street, as shown on Map 360603BD, Southeast 1/4 Northwest 1/4 Section 03, Township 36 South, Range 06 East, Willamette Meridian, Klamath County, Oregon.

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

  
ROBERT FUCHS, Grantor

  
RUTH FUCHS, Grantor

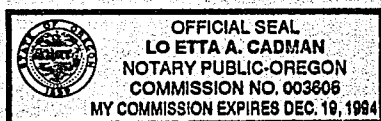
  
AUDREY R. BROWN, Grantee

  
HELEN BROWN, Grantee

30008

STATE OF OREGON )  
County of *Klamath* ) ss.

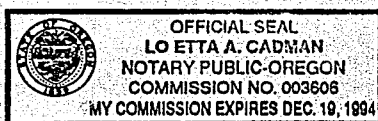
Personally appeared before me this 0 3rd day of October, 1993, the above named ROBERT FUCHS and RUTH FUCHS, Grantors, and acknowledged the foregoing instrument to be their voluntary act and deed.



*Lo Etta A. Cadman*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 12-19-94

STATE OF OREGON )  
County of *Klamath* ) ss.

Personally appeared before me this \_\_\_\_\_ day of October, 1993, the above named HELEN BROWN and AUDREY R. BROWN and acknowledged the foregoing instrument to be their voluntary act and deed.



*Lo Etta A. Cadman*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 12-19-94

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Audie R. Brown the 15th day  
of Nov. A.D., 19 93 at 10:24 o'clock P M., and duly recorded in Vol. M93  
of Deeds on Page 30006.

FEE \$40.00

Evelyn Biehn County Clerk

By *Audie R. Brown*

Return: Audie R. Brown  
300 Luman Rd. #115  
Phoenix, Oregon 97535