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RETURN TO: WILLIAM P. BRANDSNESS 411 Pine St. Klamath Falls, OR 97601	TAX STATEMENT TO:	CLERK'S STAMP:
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MTC 31565-KR

DECLARATION OF AN EASEMENT

MBK, a partnership consisting of Melvin L. Stewart, Mary Lou Stewart and Kenneth L. Tuttle, M.D., P.C., Employee's Pension and Profit Sharing Plan and Trust Agreement, (the "Grantors") being the fee owners of

Parcels 1, 2 and 3 of Land Partition 44-93 being a portion of Parcel 2 of Minor Land Partition No. 9-90, situate in Section 15, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

declare the following described easement

An easement situated in the South $\frac{1}{2}$ North $\frac{1}{2}$ of Section 15, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and being in Parcels 2 and 3 of Land Partition 44-93, being more particularly described as follows:

Beginning at the Southeasterly corner of said Parcel 2, on the Westerly right of way line of Old Fort Road; thence N76°32'44"W 296.20 feet, to the Southwesterly corner of said Parcel 2; thence N82°32'35"W 457.36 feet; thence N07°27'25"E 64.00 feet, to the Southwesterly corner of Parcel 1; thence S82°32'35"E 468.33 feet, to the Southeasterly corner of Parcel 1; thence S76°32'44"E 270 feet more or less to the Westerly right of way line of Old Fort Road; thence Southeasterly along said right of way line to the point of beginning.

for the use and benefit of the owners and future owners of Parcels 1, 2, and 3 of Land Partition 44-93 (the "Owners") for roadway purposes and utility purposes under the following terms and conditions:

1. Owners, their agents, independent contractors and invitees shall use the easement for road and utility purposes only, for access to Parcels 1, 2 and 3 of Land Partition 44-93 and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon and place utilities thereon, which will not interfere with the use of the roadway.

2. Grantors reserve the right to use, construct, reconstruct and maintain the road located upon the easement and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantors' right of use shall be dominant.

3. Grantors reserve the right to relocate the road at any time and in such case shall reconstruct a 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 easement and such instrument shall serve to amend this easement and eliminate any rights of Owners in the original easement. Such amendment of the description shall be effective whether or not signed by Owners but Owners shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantors.

4. Grantors reserve the right to dedicate the real property upon which the easement is situated to the public or to a governmental agency for public roadway purposes at any time, which dedication shall extinguish the rights of the Owners in the easement and the real property upon which the easement is located. Grantors may make the dedication without the consent of the Owners and without liability to the Owners for any loss suffered by the Owners. Such dedication shall be effective whether or not signed by Owners but Owners

shall execute it or such other document necessary to dedicate the easement to the public for roadway purposes, when and if requested by Grantors.

5. Owners agree to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Owners' use of the easement. Owners assume all risks arising out of their use of the easement and Grantors shall have no liability to Owners or others for any condition existing thereon.

6. This easement is appurtenant and for the benefit of the real property owned by Owners, being Parcels 1, 2 and 3 of Land Partition 44-93.

7. This easement shall be perpetual and shall not terminate for periods of non-use by Owners. Said easement may be terminated upon written agreement by Grantors and Owners, their heirs, successors and assigns.

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

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 15th day of December, 1993.

Melvin L. Stewart
Melvin L. Stewart

Kenneth L. Tuttle, M.D., P.C.,
Employee's Pension and Profit
Sharing Plan and Trust
Agreement

Mary Lou Stewart
Mary Lou Stewart

Kenneth L. Tuttle
Kenneth L. Tuttle, Trustee

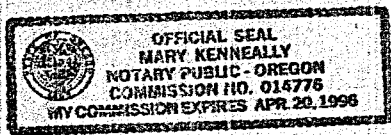
STATE OF OREGON)
County of Klamath) ss. 15th December, 1993

Personally appeared Melvin L. Stewart and Mary Lou Stewart, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Kristin L. Ridd
Notary Public for Oregon
My Commission expires: 11/16/95

STATE OF OREGON)
County of Klamath) ss. 15th December, 1993

Personally appeared Kenneth L. Tuttle who, being duly sworn, stated he is Trustee of Kenneth L. Tuttle, M.D., P.C., Employee Pension and Profit Sharing Plan and Trust Agreement and that said instrument was signed on behalf of said corporation by authority of it's Board of Directors; and he acknowledged said instrument to be it's voluntary act and deed. Before me:



Mary Kenneally
Notary Public for Oregon
My Commission expires: 4/20/98

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Mountain Title Co
on this 29th day of Dec A.D. 19 93
11:49 o'clock A M. and duly recorded
in Vol. M93 of Deeds Page 35097

Evelyn Blahn County Clerk
By Sandra Millender Deputy.

Fee, \$35.00