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Vol. MQ1 Page 15124**ROADWAY ACCESS EASEMENT**RECITALS

James L. Rodgers, herein Grantor, is the owner of certain real property described as:  
the N1/2 of the SE1/4 of Section 10 in Township 37 South, Range 12 East of the  
Willamette Meridian, Klamath County, Oregon,  
herein designated as **Parcel 1**.

Arthur J. Doll and Sharon K. Doll, herein Grantees, are the owners of certain real property  
described:  
the E1/2 SE1/4 of SE 1/4 of Section 10 and the W1/2 of SW1/4 of SW 1/4 of  
Section 11, all in the Willamette Meridian, Klamath County, Oregon,  
Klamath County Tax Account #3712-00000-00700,  
herein designated as **Parcel 2**.

This easement is being created to clarify and establish the location and conditions of  
access along an existing Forest Service Road where said Forest Service Road extends across  
Parcel 1 to provide access to Parcel 2.

DECLARATIONS OF EASEMENT1. Easement Created

James L. Rodgers, Grantor, hereby creates a perpetual easement across Parcel 1 for the  
exclusive use of Parcel 2 described as follows:

Commencing at a point along the Forest Service Road presently designated as Forest  
Service Road Number 3673, and thereafter following the existing alignment of said Forest Service  
Road, a thirty (30) foot wide strip located within the E1/2 of the NE1/4 of the SE 1/4 of Section  
10 in Township 37 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

2. Purpose

The easement is created to allow access, ingress and egress, and roadway purposes for  
Parcel 2.

3. Use of Burdened Property

The owners or occupiers of the Parcel 1 shall have the right to use their property,  
including the area described as the easement, for any purpose as long as the owners or occupiers  
do not interfere with the use of the easement as granted by this instrument.

26A

4. Construction, Maintenance and Repairs

The owners or occupiers of Parcel 2 shall at all times have the rights and privileges herein necessary for the full enjoyment and use thereof for the purpose described above, including the right of ingress and egress across the real property of Grantors. The owners or occupiers of Parcel 2 may repair, maintain, and upgrade the easement herein and shall solely bear the cost of any such repair, maintenance or upgrade.

5. Successors in Interest

The provisions of this instrument touch and concern, and relate to the use of said parcels, and are intended to be covenants and restrictions running with the land. All provisions of this instrument, are binding and endure to the heirs, successors, assigns, transferees, and personal representatives of all parties of the aforementioned parcels.

6. Disputes

If any suit, action, or other proceeding, or an appeal therefrom, is instituted to enforce, compel, or clarify any right or obligation created by this agreement, the prevailing party shall be entitled to recover from the adverse party, in addition to costs and disbursements, an award or reasonable attorney fees to be set by the trial to appellate court.

Dated this 7<sup>th</sup> day of December, 1999.

James L. Rodgers  
James L. Rodgers, Grantor

STATE OF OREGON           )  
  ) ss.  
County of Klamath        )

Personally appeared the above named James L. Rodgers, and acknowledged the forgoing instrument to be his voluntary act and deed.

Before me this 7<sup>th</sup> day of December 1999.

Lorena Wellington  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

