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Vol M02 Page 615

This document is being rerecorded to amend the legal description.

State of Oregon, County of Klamath
Recorded 01/04/2002 2:33 p.m.
Vol M02, Pg 615-618
Linda Smith, County Clerk
Fee \$ 36⁰⁰ # of Pgs 4

02 MAR 19 AM9:39

EASEMENT

Vol M02 Page 15937

THIS EASEMENT is granted this 7th day of December, 2001,
by U. S. TIMBERLANDS KLAMATH FALLS, L.L.C., a Delaware corporation, herein
called "Grantor," to KENNETH R. and NORMA J. KEENEY, herein called "Grantee,"
WITNESSETH:

I.

Grantor, for and in consideration of one thousand (\$1,000.00) dollars and strict compliance with the terms and conditions hereof, hereby grants to Grantee, their heirs and assigns, a perpetual, nonexclusive easement upon, over and along a right of way fifty (50) feet in width over and across portions of Section 17, Township 28 South, Range 8 East, W.M., Klamath County, Oregon, being twenty (25) feet on each side of the center line of a road located approximately as shown in green on attached Exhibit A.

Subject as to said lands to all matters of public record, to all unrecorded leases, permits and licenses, if any, affecting said lands, 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 above granted are subject to the following terms and conditions:

1. The rights herein granted are for the purposes of reconstruction, use and maintenance of the existing road for the purpose of providing ingress to and egress from lands now owned by Grantee.

2. Grantor reserves for itself, its successors and assigns, 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 Grantee hereunder.

3. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted Grantee hereunder.

4. 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, 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. In addition, in the event a sole party initiates road improvement (i.e., surfacing), the party initiating the project shall do so at its sole cost and expense unless all parties have agreed to cost share in such a project.

State of Oregon, County of Klamath
Recorded 03/19/2002 9:39a.m.
Vol M02, Pg 15937-43
Linda Smith, County Clerk
Fee \$ 35⁰⁰ RR # of Pgs 7

36
35 RR
M

For the purpose of this easement, 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.

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

6. Grantee shall indemnify and hold harmless Grantor against all claims or liabilities asserted by third persons resulting directly or indirectly from Grantees' acts or omissions hereunder whether negligent or otherwise.

7. Grantee shall be liable to Grantor for, and hereby covenant to pay for, all loss or damage to the property of Grantor caused by or resulting from Grantees' exercise or rights hereunder.

8. Grantor reserves for itself, its successors and assigns, all timber now on or hereafter growing within said right of way.

9. Grantee recognizes that Grantor's lands in the area are managed for commercial forestry including logging, slash burning, other fire control, silvicultural site preparation, forest roads, aerial and ground application of forest chemicals, and other silvicultural practices which often create noise, dust, visual impacts and other alterations of the forest environment. In conducting such operations Grantor will comply with all laws and regulations applying in commercial forest areas. No additional restrictions shall be imposed on Grantor's forest management operations because of proximity to any uses of Grantees' lands dependent on or facilitated by this easement.

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

11. If for a period of two (2) years Grantee, their heirs or assigns, 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, Grantees, their heir or assigns, shall furnish Grantor, its successors or assigns, 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.

U.S. TIMBERLANDS KLAMATH FALLS, L.L.C.

By: 

Martin Lugus

Title: Vice President/General Manager

Accepted By:

By: 

Kenneth R. Keeney

By: 

Norma J. Keeney

STATE OF OREGON)
) ss.
 COUNTY OF KLAMATH)

On this 7th day of December, 2001, before me personally appeared Martin Lugas, to me known to be the Vice President/General Manager of **U.S. TIMBERLANDS KLAMATH FALLS, L.L.C.**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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

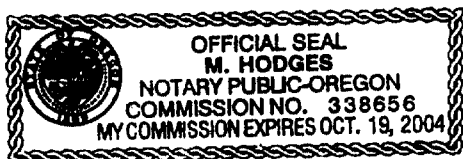


Catherine Gray
 Notary Public in and for the State of Oregon
 My Appointment expires: 5/6/04

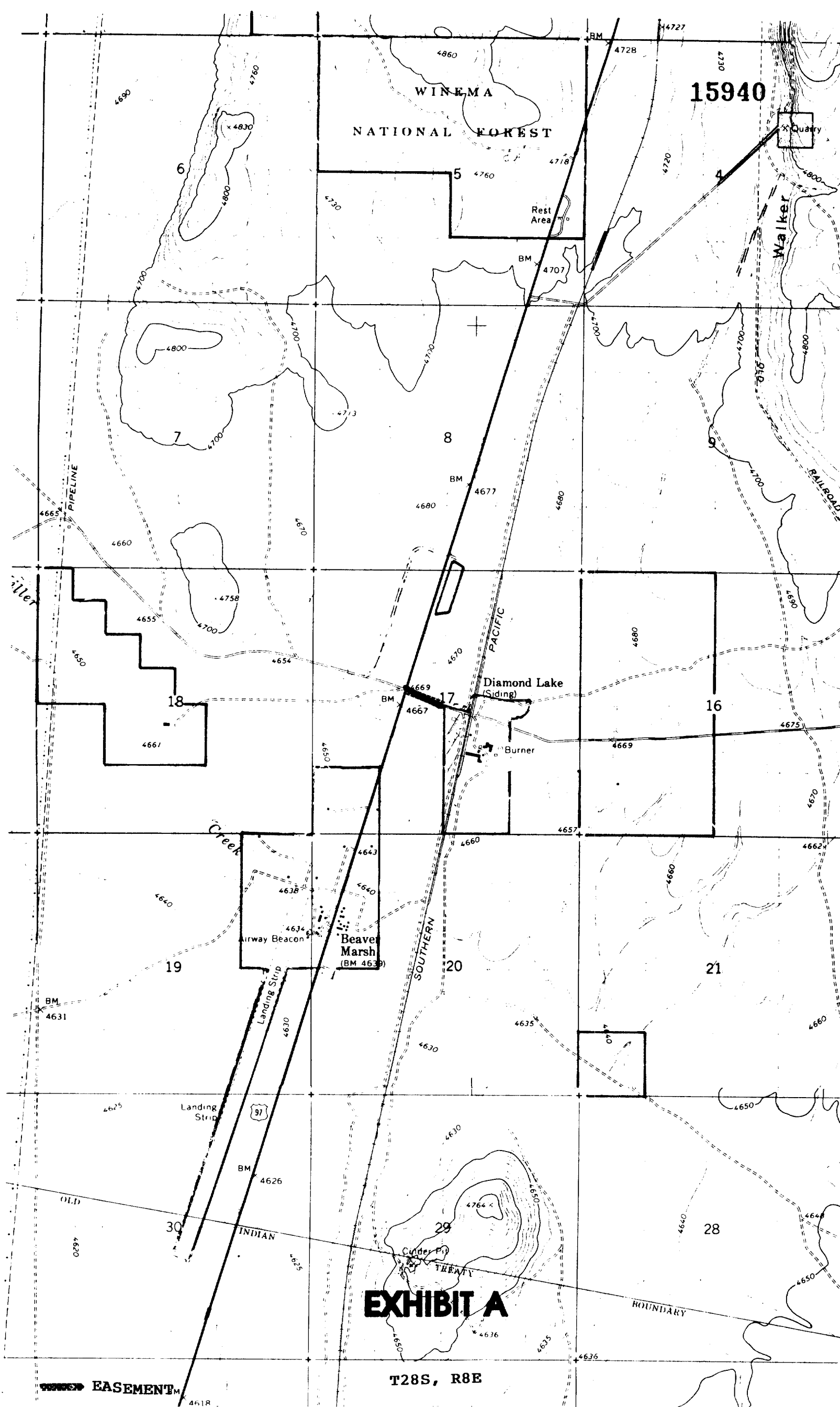
STATE OF Oregon)
) ss.
 COUNTY OF Douglas)

On this 6 day of December, 2001, before me personally appeared Kenneth R. and Norma J. Keeney, to me known to be the individuals described herein, and who executed the above and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



M. Hodges
 Notary Public in and for the State of Oregon
 My Appointment expires: 10-19-2004



15941

OWNERS


DENNIS ENSOR O.L.S., C.W.R.E.
SANDIE ENSOR**TRU SURVEYING, INC. LINE**2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691JOHN HEATON L.S.T.
CHAD ENSOR L.S.T.

MARCH 13, 2002

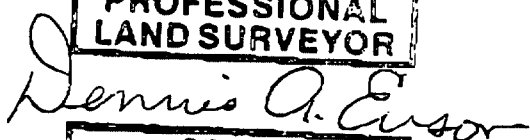
LEGAL DESCRIPTION
OF
ACCESS EASEMENT

A 50 FOOT WIDE ACCESS EASEMENT SITUATED IN THE W1/2 OF SECTION 17, T28S, R8EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE W1/2 OF SAID SECTION 17, FROM WHICH THE C1/4 CORNER OF SAID SECTION 17 BEARS N00°19'52"E 84.17 FEET; THENCE N67°59'37"W ALONG SAID CENTERLINE, 750 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 97, WITH BEARINGS BASED ON RECORD OF SURVEY 4856 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.


DENNIS A. ENSOR O.L.S. 2442

REGISTERED
PROFESSIONAL
LAND SURVEYOR


OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

EXPIRES: 12/31/03

15942

U.S. 97

RAILROAD

PACIFIC

50

50' WIDE
ACCESS
EASEMENT

CL/4

800
1.00 AC.
800MI

700
5.38 AC.
700MI

400
18.20 AC.
400MI

SEE CS 1788

500
0.04 AC.
500MI

600
38.98 AC.
600MI

300
4.50 AC.
300MI

100M3

CS4438

CALIFORNIA HWY.

SOUTHERN



SCALE
1" = 400'

Exhibit "B"

The easement granted herein is appurtenant to the following described property:

All of that portion of the NW1/4 of the SE1/4 of Section 17, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, lying on the Westerly side of the Southern Pacific Railroad right of way, EXCEPTING THEREFROM the following:

Commencing at the Northwest corner of the NW1/4 of the SE1/4 of Section 17, Township 28 South Range 8 East of the Willamette Meridian; thence East 368 feet to the Southern Pacific Railroad right of way; thence South 10 degrees West 196 feet to the North boundary of the Silver Lake Road; thence North 68 degrees West 350.5 feet along the Northerly right of way boundary of the Silver Lake Road to the West line of the said NW1/4 of the SE1/4 of Section 17; thence North 57 feet to the point of beginning.

ALSO EXCEPTING THEREFROM all mineral of every kind as reserved in Deed dated May 7, 1959 and recorded May 25, 1959 in Volume 312, page 609, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM any portion lying within existing roadways.