


**AFTER RECORDING RETURN TO:**  
**Brian J. MacRitchie**  
**1070 NW Bond Street, Ste 303**  
**Bend OR 97701**

State of Oregon, County of Klamath  
Recorded 07/25/2002 10:34 a. m.  
Vol M02, Pg 41920-29  
Linda Smith, County Clerk  
Fee \$ 61.00 # of Pgs 10

## EASEMENT TERMINATION

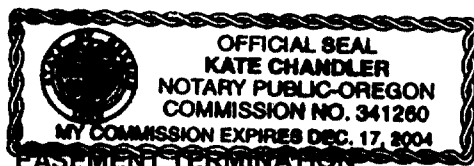
1. The undersigned is the daughter of the grantors of that certain easement recorded in Klamath County Deed Records at July 31, 1963 in Deed Volume 347 at Page 76, Deed Records of Klamath County, Oregon, and hereinafter referred to as the Easement. A true copy of the Easement is attached hereto and incorporated herein.
2. Grantor Harold Barclay is deceased and I am his heir and the attorney in fact for Dorothy Barclay. I have been authorized to transact all business, including real property interests, for Dorothy Barclay. A true copy of the power of attorney is attached hereto and incorporated herein. The power of attorney has been recorded in Deschutes County and by this statement is hereby recorded in Klamath County.
3. The Easement was granted to Fred Mahn and his heirs and assigns in 1963. In 1963 and January of 1964 Fred Mahn received plat approval for Mahn Acres, a subdivision in Klamath County. Mr. Mahn was not able to obtain easements through the Gilchrist timber property in Deschutes and Klamath Counties or the Cliff Ranch property that was in Klamath County. So, in January of 1964 Mr. Mahn abandoned the Easement. In approximately 1971 alternative access was developed for the residents of Mahn Acres.
4. The Easement was barricaded, blocked and abandoned from 1964 through 1992.
5. To the best of my knowledge, no one even tried to use the Easement until approximately 1992 when Gerald Pressnall attempted to use it. Mr. Pressnall's efforts to use the Easement were unsuccessful. Apparently some people believe the Easement has been in existence at least since the beginning of 1992.
6. Pursuant to the terms of the Easement, I desire to clear the deed records in Klamath County to make it clear the Easement was abandoned in 1964 and has been of no further benefit or burden to any real property owner since then. Consequently, on behalf of the Grantors, I hereby terminate the Easement and all rights thereunder of any nature whatsoever.

Dated this 24<sup>th</sup> day of July, 2002.

  
Susan Busik  
For and on Behalf of Dorothy Barclay

STATE OF OREGON           )  
County of Deschutes       ) ss.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 2002, by Susan Busik for and on behalf of Dorothy Barclay.



Kate Chandler  
Notary Public for Oregon

## EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that HAROLD D. BARCLAY and DOROTHY BARCLAY, husband and wife, hereinafter called the "Grantors" and FRED L. KAHN, hereinafter called the "Grantee", WITNESSETH:

That for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey unto the Grantee, his heirs and assigns, an easement and right-of-way for a road to be located, constructed, reconstructed, used, repaired and maintained over, upon, along and across the following described premises situated in Klamath County, State of Oregon:

A strip of land 60 feet in width traversing the following described real property:

Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) Northeast Quarter of Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 2, Township 23 South, Range 9 East Willamette Meridian.

The said strip being 30 feet in width on each side of the center line of the Old Davis Lake Road now constructed and existing over and across said lands; said center line being more particularly described as follows:

Beginning at a point on the north section line of said Section 2; said point being approximately equidistant between the North  $\frac{1}{4}$  corner of said Section 2 and the Northeast  $\frac{1}{16}$  corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of said Section 2; thence southwesterly to a point on the west line of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of said Section 2; said point being approximately 320 feet north of the Southwest  $\frac{1}{16}$  corner of said 40 acre tract.

Together with reasonable rights of ingress, egress and regress to and from said lands for the purpose designated.

Grantors reserve to themselves, their heirs and assigns, the right to use, maintain, construct, reconstruct and patrol said road in any manner and for any purpose whatever, provided that such use, maintenance, construction and reconstruction shall not unreasonably interfere with the use of said road by Grantee for the purpose intended.

Grantors reserve to themselves, their heirs and assigns, all trees presently standing or growing in the future upon said lands, provided that Grantee shall have the right to cut trees upon the right-of-way to the extent necessary for the construction and betterment of said road provided that Grantee pays Grantors the going market price for trees cut and destroyed during said construction and betterment.

The rights, privileges and authority herein granted are for the use by Grantee for the purpose designated, necessary in connection with the use and occupancy of Grantor's adjacent lands.

The rights, privileges and authorities herein granted shall continue as long as used for the purpose granted, but if for a period of five years Grantee shall cease to use the rights, privileges and authority for the purpose granted or shall abandon the use of the easement herein granted, then, in any such event, the Grantors may terminate this easement and all rights hereunder shall revert to the holder of the fee title of the land.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29<sup>th</sup> day of May, 1963.

*Harold D. Barclay*  
*Dorothy Barclay*

STATE OF OREGON }

County of Deschutes }

ss

On this 29<sup>th</sup> day of May, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Harold D. Barclay and Dorothy Barclay, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written,

Notary Public for Oregon

My Commission Expires: 11/17/63

STATE OF OREGON, COUNTY OF KLAMATH ss

Subscribed and sworn to before me on July 31, 1963, at Star Rte, Ore. 76

File No. 347

Deeds

Fee \$2.50

Notary Public L. M. Munn

Star Rte Office, Ore.

**DURABLE POWER OF ATTORNEY**

I, **DOROTHY L. BARCLAY**, of Deschutes County, Oregon, appoint **SUSAN J. BUSIK** my Agent and attorney-in-fact ("my Agent"), with power and authority to:

1. **Support**. Make expenditures for my health, education, support, maintenance, and general welfare.
2. **Managing and Disposing of Assets**. Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of my real or personal property or any interest in property, in any manner and on any terms my Agent considers to be in my best interests.
3. **Checks and Notes**. Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the state of Oregon or any other state or governmental entity.
4. **Financial Institutions**. Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.

5. **Investments and Securities Transactions.** Invest and reinvest in common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages, and other real or personal property; engage in investment transactions with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.
6. **Insurance and Annuity Contracts.** Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, and collect or select payment options under any insurance or annuity contract. This power shall extend to any insurance I own on the life of my Agent. Any receipt, release, or other instrument executed by my Agent in connection with any insurance or annuity contract shall be binding and conclusive upon all persons.
7. **Business Interests.** Continue, participate in, sell, reorganize, or liquidate any business or other enterprise owned by me, either alone or with any other person or persons.
8. **Voting.** Appear and vote for me in person or by proxy at any corporate or other meeting.
9. **Flower Bonds.** Purchase U.S. Treasury bonds redeemable at par in payment of federal estate tax, and borrow funds and pledge the bonds as collateral to make the purchase.
10. **Retirement Plans.** Establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers to, and take any other steps I might take with respect to IRA accounts and other retirement plans.
11. **Credit Cards.** Cancel or continue my credit cards and charge accounts, use my credit cards to make purchases, and sign charge slips on my behalf.



12. **Collections.** Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.
13. **Debts.** Pay my debts and other obligations.
14. **Litigation.** Sue upon, defend, compromise, or submit to arbitration any controversies in which I may be interested; and act in my name in connection with any complaint, proceeding, or suit.
15. **Borrowing.** Borrow in any manner and on any terms my Agent considers to be in my best interests (including borrowing from my Agent's own funds, but not my alternate Agent's own funds), and give security for repayment.
16. **Lending.** Lend funds to any person (including my Agent, but not my alternate Agent), provided that the loan is adequately secured and bears a reasonable rate of interest.
17. **Taxes and Assessments.** Do the following: pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal, state, and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to my tax liability; make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.

18. **Government Benefits.** Perform any act necessary or desirable in order for me to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible.

19. **Disclaimer.** Disclaim any property, interest in property, or power to which I may be entitled; and take all steps required to make the disclaimer effective under state and federal laws, including Section 2518 of the Internal Revenue Code or any successor statute. In deciding whether to disclaim, my Agent shall consider the effect of disclaimer on taxes that may be payable, on qualification for government benefits, and on my existing estate plan.

20. **Elective Share Rights.** Exercise any right to claim an elective share in any estate or under any Will.

21. **Fiduciary Positions.** Resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, attorney-in-fact, and officer or director of a corporation; and discharge me from further responsibility by filing accountings with a court or settling by formal or informal methods.

22. **Safe Deposit Box.** Have access to and make deposits to or withdrawals from any safe deposit box rented in my name alone or in my name and the name of any other person or persons.

23. **Mail.** Redirect my mail.
24. **Custody of Documents.** Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.
25. **Employees and Advisors.** Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others to render services to me or for my benefit.
26. **Gifts.** Make gifts and consent to split gifts on my behalf, whether outright, in trust, or in custodianship, to or for the benefit of my lineal descendants.
- A. Gifts made under this paragraph may be in any amount.
- B. The power granted under this paragraph shall include the unlimited power to make gifts to or for the benefit of my Agent, my Agent's estate, my Agent's creditors, the creditors of my Agent's estate, or any person whom my Agent has a legal duty to support. The power granted under this paragraph shall not extend to my alternate agent.
- C. Gifts made under this paragraph shall be consistent with my existing estate plan to the extent reasonably possible and with the reduction or elimination of estate and inheritance taxes payable by reason of my death.
27. **Trusts.** Establish a revocable or irrevocable trust, amend or terminate an existing trust, and transfer any of my real or personal property to a trust, provided that the trust is consistent with my existing estate plan to the extent reasonably possible.
28. **Beneficiary Designations.** Designate or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any beneficiary designation shall be consistent with my existing estate plan to the



extent reasonably possible. This power includes the power to designate my Agent as a beneficiary, but not my alternate agent.

29. **Nomination of Guardian and Conservator.** To the extent permitted by state law, I nominate my Agent to act as my guardian and conservator if I become incapacitated. If my Agent is unable or unwilling to act as my guardian or conservator, I nominate JAMES E. PETERSEN to act as my guardian or conservator. The nominee named in this instrument as guardian and/or conservator shall not be required at any time to give bond in order to act in either capacity. If the court for any reason refuses to approve my waiver for a requirement for bond, such refusal shall not invalidate this nomination of guardian and/or conservator and the remaining provisions shall be carried into effect.

30. **Perform Other Acts to Carry Out the Powers Granted.** Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted to my Agent under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed by my Agent pursuant to this power of attorney.

31. **Third Party Reliance.** Third parties who rely in good faith on the authority of my Agent under this power of attorney shall not be liable to me, to my estate, or to my heirs, successors, or assigns. Third parties without actual notice of revocation may conclusively rely on the continued validity of this power of attorney. If requested, my Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent continues to serve as attorney-in-fact under the power of attorney, and (4) my Agent is acting within the scope of authority granted under the power of attorney. My Agent

may sue or pursue other action against any third party who refuses to honor this power of attorney after such an affidavit or certificate has been provided.

32. **Alternate Agent.** If SUSAN J. BUSIK is unable or unwilling to act as my Agent, I appoint JAMES E. PETERSEN as my Agent and attorney-in-fact. The term "my Agent" in this power of attorney shall include any alternate agent who is authorized to act under this paragraph except as otherwise specifically provided herein.

33. **Durability.** The powers granted to my Agent under this power of attorney shall continue to be exercisable even though I have become disabled or incompetent.

34. **Governing Law.** The validity and construction of this power of attorney shall be determined under Oregon law.

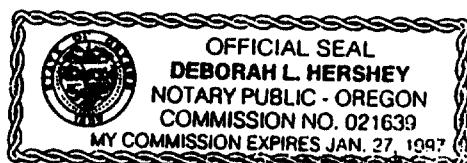
I have signed this power of attorney this 22 day of July, 1996  
1996.

Dorothy L. Barclay  
DOROTHY L. BARCLAY

STATE OF OREGON )  
 ) ss.  
County of Deschutes )

On this 22nd day of July, 1996, before me personally appeared DOROTHY L. BARCLAY and acknowledged to me that she executed this power of attorney freely and voluntarily.

SUBSCRIBED AND SWORN TO before me this 22nd day of July, 1996.



Deborah L. Hershey  
Notary Public for Oregon  
My Commission Expires: 1-27-97