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AFTER RECORDING, RETURN TO:

Andrew A. Patterson
Post Office Box 5091
Klamath Falls OR 97601

Vol M03 Page 70150

State of Oregon, County of Klamath
Recorded 09/19/03 3:33 P m
Vol M03 Pg 70150-52
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

043080

EASEMENT

The undersigned Kevin M. Mahan and Paula Z. Mahan, Grantors, for and in consideration of valuable consideration, hereby grant to Andrew A. Patterson, Grantee, a non-exclusive easement for ingress and egress and utility purposes on an existing road over and across the following-described property:

The N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ and that portion of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying westerly of the center thread of the Williamson River in Township 32 South, Range 7 East, W.M., Section 25, all being in the County of Klamath, State of Oregon.

Located generally as shown on Exhibit "A" attached hereto and by this reference made a part hereof.

Subject to all matters of public record.

The rights granted herein shall be subject to the following terms and conditions:

1. The easement is conveyed for the purposes of use and maintenance of existing roads and to provide utility services and access to and from land that Grantee currently owns in Section 25, Township 32 South, Range 7 East, W.M. in Klamath County, Oregon. The rights granted by this easement are transferable to Grantee's successors in interest.
2. Grantors reserves to themselves, their successors and assigns, the right at all times and for any purpose to go upon, cross, and re-cross said easement, EXCEPT that such use by Grantors will not unreasonably interfere with the rights granted herein to Grantee.
3. Grantors reserve the right to grant further rights hereon to third parties, upon such terms they choose, provided that use by such party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted herein.
4. Grantors do not guarantee the condition of said road and shall not be responsible for maintenance thereof.
5. Grantee, by accepting this easement, agrees that he, his successors and assigns, shall

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indemnify, save and hold harmless, and defend the Grantors from every charge, cost, damage, expense, loss, claim, or liability of any kind or nature arising or growing out of this easement, or out of the use and occupancy hereunder, or use and occupancy of same by any employee, contractor, guest, or invitee in any manner or out of the exercising of any rights granted by this easement. Grantors shall have no liability for any condition existing thereon.

6. Grantee shall not petition, permit, or do anything that may cause or lead to the conversion of this private road to a public way.

The terms, conditions, and covenants herein shall extend to and be binding upon and inure to the benefit of the heirs, devisees, administrators, executors, successors, and assigns of the parties hereto.

Dated this 18 day of September, 2003.

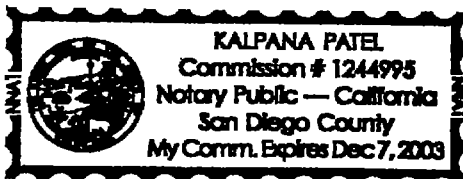
GRANTORS:

Kevin M. Mahan

Paula Z. Mahan

STATE OF CALIFORNIA, County of SAN DIEGO) ss.

On the 18th day of September, 2003, before me, Kalpana Patel, notary public for California, appeared Kevin M. Mahan and Paula Z. Mahan, personally known to me (or proved to me on the basis of satisfactory evidence) that they executed the same in their authorized capacities and that by their signatures on the instrument the persons executed the instrument.



Kalpana Patel
Notary Public for California

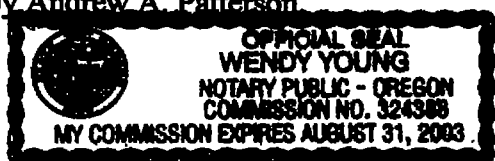
My Commission Expires: DEC 7th, 2003

GRANTEE:

Andrew A. Patterson

STATE OF OREGON, County of Klamath) ss.

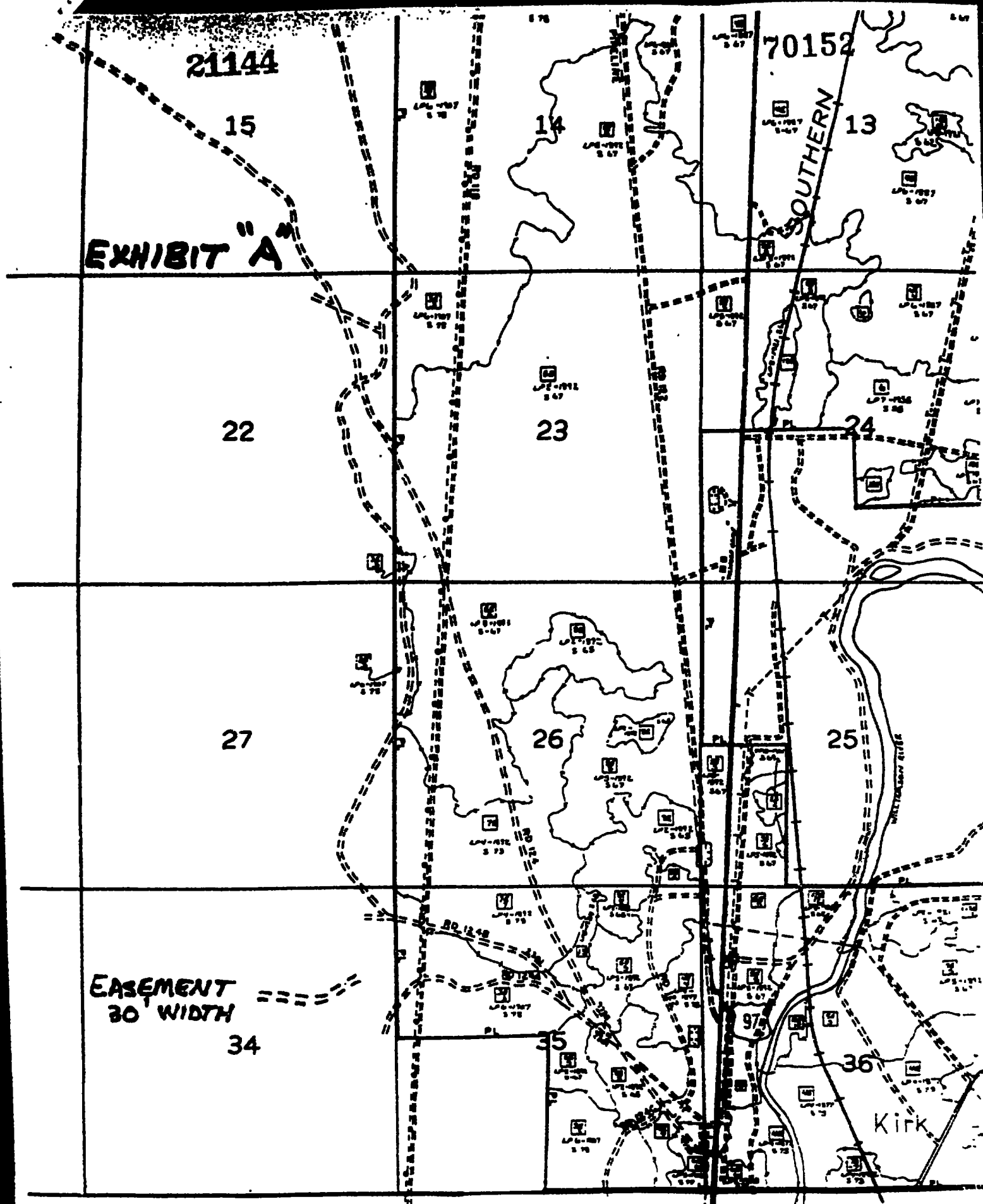
This instrument was acknowledged before me on the 31st day of July, 2003 by Andrew A. Patterson.



Wendy Young
Notary Public for Oregon

My Commission Expires: 8-31-2003

EASEMENT



T32S, R7E