

After recording return to:
Lloyd I. Parker
Trustee, Lloyd I. Parker Trust
PO Box 394
Monmouth, Oregon 97361

2009-001697

Klamath County, Oregon



00060197200900016970040041

02/11/2009 08:40:59 AM

Fee: \$36.00

PERSONAL EASEMENT

In consideration of One Dollar (\$1.00), the STATE OF OREGON, acting by and through its Board of Forestry on behalf of the Oregon Department of Forestry, (GRANTOR), grants and conveys to Lloyd I. Parker, Trustee of the Lloyd I. Parker Trust, (GRANTEE), a non-exclusive easement in gross, personal to the GRANTEE, over, upon and across:

An existing road located in the Southeast quarter of the Northeast quarter (SE1/4NE1/4) of Section 19, Township 35 South, Range 13 East, Willamette Meridian, Klamath County, Oregon, as shown on the attached Exhibit "A".

To have and to hold said easement indefinitely, subject to the following terms:

1. The rights herein granted are for the purpose of maintaining, repairing, and using roadway by GRANTEE for access to GRANTEE's property.
2. GRANTOR reserves the exclusive right to grant further easements across the above described land.
3. GRANTEE shall repair and pay for all damage to property of GRANTOR resulting from any act, omission or neglect of GRANTEE.
4. GRANTEE shall defend, save, hold harmless, and indemnify GRANTOR, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of GRANTEE or its officers, employees, subcontractors, or agents under this easement.
5. GRANTEE shall observe and comply with all federal, state, and local laws and regulations which in any manner affect the activities of GRANTEE under this easement.
6. GRANTEE shall obtain the approval of GRANTOR prior to any relocation, reconstruction or improvement of the existing road.

7. This easement may be terminated by GRANTOR and all rights herein granted cease immediately in the event:
- a. If for a period of 3 years GRANTEE fails to use or otherwise abandon said easement; or
 - b. If GRANTEE fails, neglects, or refuses to keep, observe, or perform any of the conditions or agreements herein contained, for a period of 30 days after having been given written notice to comply therewith; or
 - c. If GRANTEE assigns or attempts to assign this easement; or
 - d. If GRANTEE conveys or loses title to GRANTEE's property accessed by this easement.
 - e. Immediately upon insolvency, adjudication of bankruptcy or appointment of a receiver for the property of GRANTEE.

Upon GRANTOR's written notice of termination, GRANTEE shall execute a recordable document evidencing termination of easement.

8. GRANTEE, when using the roadway on said easement and right of way, shall maintain the said roadway in a condition as good as existed prior to the commencement of such use, provided that when GRANTEE and other authorized parties jointly use said roadway, then each party shall be responsible for a proportionate part of the entire maintenance which said part shall be based upon the ratio of part use to total use.
9. Should GRANTEE fail to perform the road maintenance required by this easement, GRANTOR shall have the right to perform or cause to have performed said maintenance and recover all associated costs from GRANTEE. GRANTEE shall reimburse GRANTOR within 30 days from date billed.
10. This easement is for the sole use and benefit of the GRANTEE for the purpose of ingress and egress to and from GRANTEE's property and for no other purpose whatsoever, including industrial and/or commercial traffic. Should GRANTEE desire to use this roadway for industrial or commercial traffic, GRANTEE shall first obtain permission from GRANTOR, and comply with any additional conditions required by GRANTOR.
11. GRANTEE agrees to refrain from any interference with legal uses of this State Forest roadway and adjacent State Forest land.

Executed this 20th day of January, 2009.

GRANTOR:

STATE OF OREGON, acting by and
through its Board of Forestry on behalf
of the Oregon Department of Forestry

Nancy Hirsch
Nancy Hirsch
Division Chief
State Forests Division

GRANTEE:

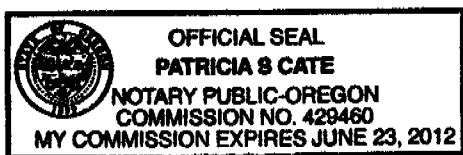
Lloyd I. Parker
Trustee, Lloyd I. Parker Trust

Lloyd I. Parker
Lloyd I. Parker
Trustee, Lloyd I. Parker Trust

ACKNOWLEDGMENTS

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me this 20 day of January, 2009, by
Nancy Hirsch, as the authorized representative of the State of Oregon.



Patricia S. Cate
Notary Public for Oregon
My Commission Expires: 6/23/2012

STATE OF OREGON)
) ss.
County of POLK)

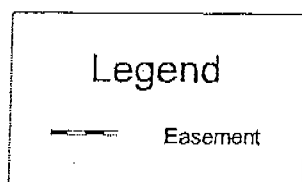
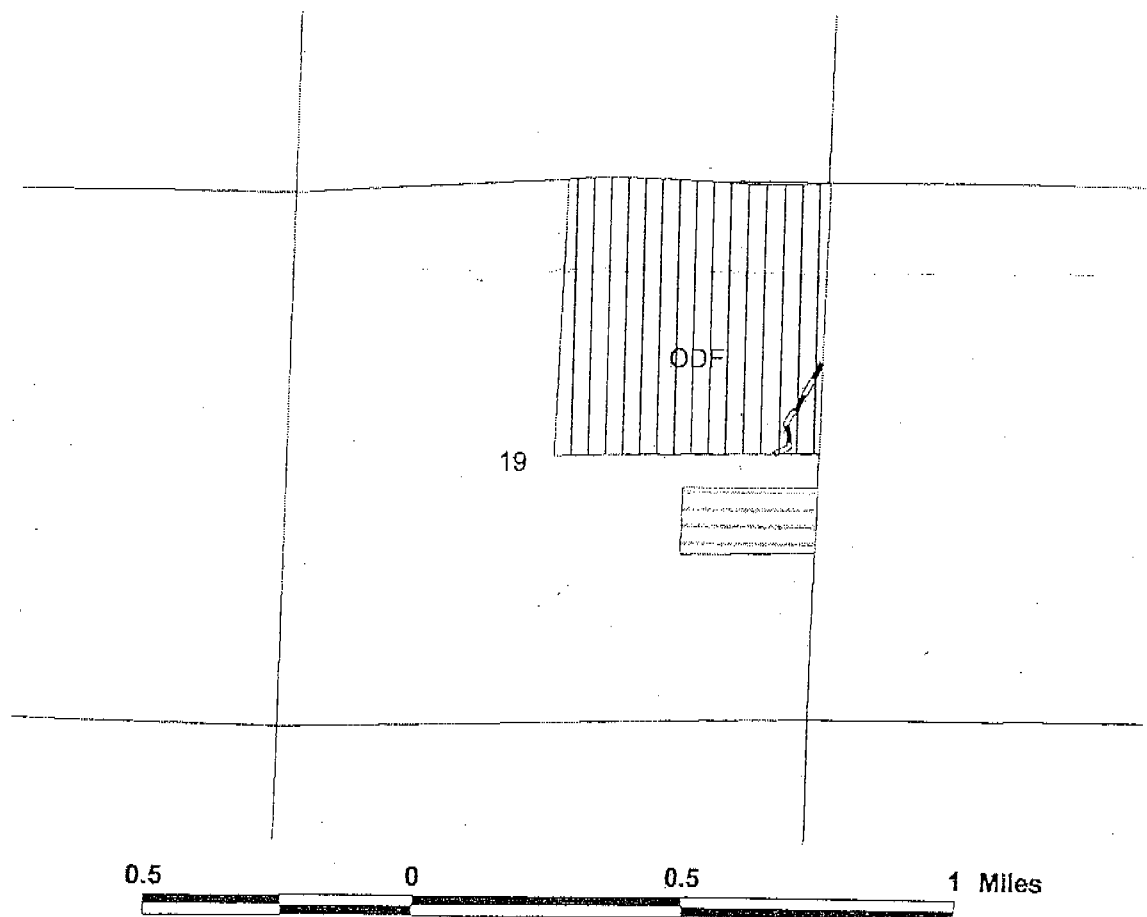
This instrument was acknowledged before me this 2ND day of FEBRUARY, 2009, by
Lloyd I. Parker, as Trustee of the Lloyd I. Parker Trust.



Sally E. McClure
Notary Public for Oregon
My Commission Expires: 6-11-12

EXHIBIT "A"
Personal Easement

T.35S.,R.13E.,Sec.19.,W.M.



This product is for informational use and may not have been prepared for, or suitable for legal, engineering, or surveying purposes

