

2010-006251

Klamath County, Oregon



05/24/2010 09:12:27 AM

Fee: \$52.00

AFTER RECORDING RETURN TO:
Evashevski, Elliott, Cihak & Hediger, PC
Attorneys at Law
PO Box 983
Albany OR 97321

EASEMENT

The undersigned, Brian Templeton and Jackie Templeton, husband and wife, ("Grantors") for and in consideration of \$425.00 and other valuable consideration, hereby grants to Robert A. Keith and Linda G. Keith, each as to an undivided one-half (1/2) interest as tenants in common their successors and assigns, ("Grantees") a non-exclusive easement for ingress and egress on an existing road over and across the following described property.

In Township 25 South, Range 8 East, W.M., Section 5
All being in the County of Klamath, State of Oregon
Located generally as shown on "Exhibit A ", attached hereto and by this reference made apart 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 access to and from land which Grantees currently own, having the following legal description:

W ½, W ½, N ½, NW ¼, NW ¼ of Section 9, Township 25 South, Range 8 East of the Willamette Meridian..

2. Grantors reserve to themselves, their successors and assigns, the right at all times and for any purpose to go upon, cross and recross said easement, EXCEPT that such use by Grantors will not unreasonably interfere with the rights granted herein to Grantees.

3. Grantors reserve the right to grant further rights hereon to third parties, upon such terms they chose, 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 herein.

4. Grantors do not guarantee the condition of said road and shall not be responsible for maintenance thereof except as determined necessary by Grantors during Grantors' commercial use thereof.

5. Grantors reserve the right to relocate the Roadway at any time and in the case of any such relocation shall reconstruct the roadway at the new location selected by Grantors. If the Roadway is relocated by Grantors, Grantors shall record an instrument indicating the general or specific location of the Roadway, and such instrument shall serve to amend this easement and eliminate any rights of Grantees in the original Roadway. Such amendment of the location of the Roadway shall be effective whether or not signed by Grantees. EXCEPT, any such relocation shall maintain the location of the Roadway where it crosses Grantors' property boundaries, to enable the Grantees to access other easements granted to Grantees over neighboring land.

6. Grantees, by accepting this easement, agree that they, their successors and assigns, shall 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 agreement, 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. Each party hereto and its permittees or invitees shall assume all risk arising out of its use of the easement. Grantors shall have no liability for any condition existing thereon.

7. Grantees shall not petition, permit or do anything which 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 and successors and assigns of the parties hereto.

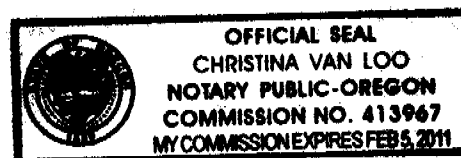
Dated this 7 day of May, 2010.


BRIAN TEMPLETON, Grantor

STATE OF OREGON; County Lane ss:

The foregoing instrument was acknowledged before me this 7th day of May, 2010, by BRIAN TEMPLETON.


NOTARY PUBLIC FOR OREGON

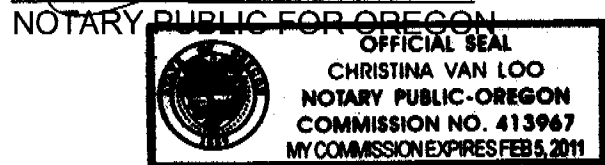


Jackie Templeton
JACKIE TEMPLETON, Grantor

STATE OF OREGON; County of Lane; ss:

The foregoing instrument was acknowledged before me this 7th day of May, 2010, by JACKIE TEMPLETON.

Robert A. Keith
ROBERT A. KEITH, Grantee



STATE OF OREGON; County of Winn; ss:

The foregoing instrument was acknowledged before me this 23rd day of April, 2010, by ROBERT A. KEITH.



Linda G. Keith
LINDA G. KEITH, Grantee

Betty M. Fears
NOTARY PUBLIC FOR OREGON

STATE OF OREGON; County of Winn; ss:

The foregoing instrument was acknowledged before me this 23rd day of April, 2010, by LINDA G. KEITH.



Betty M. Fears
NOTARY PUBLIC FOR OREGON

NOT BE PROPOSED FOR
EXCISE PURPOSE ONLY

SECTION 05-T25S, R08E, W.M.
KLAMATH COUNTY

FOR RECORD OF
SUPPLY OF C.

SECTION 04 T25S, R08E, W.M.
KLAMATH COUNTY

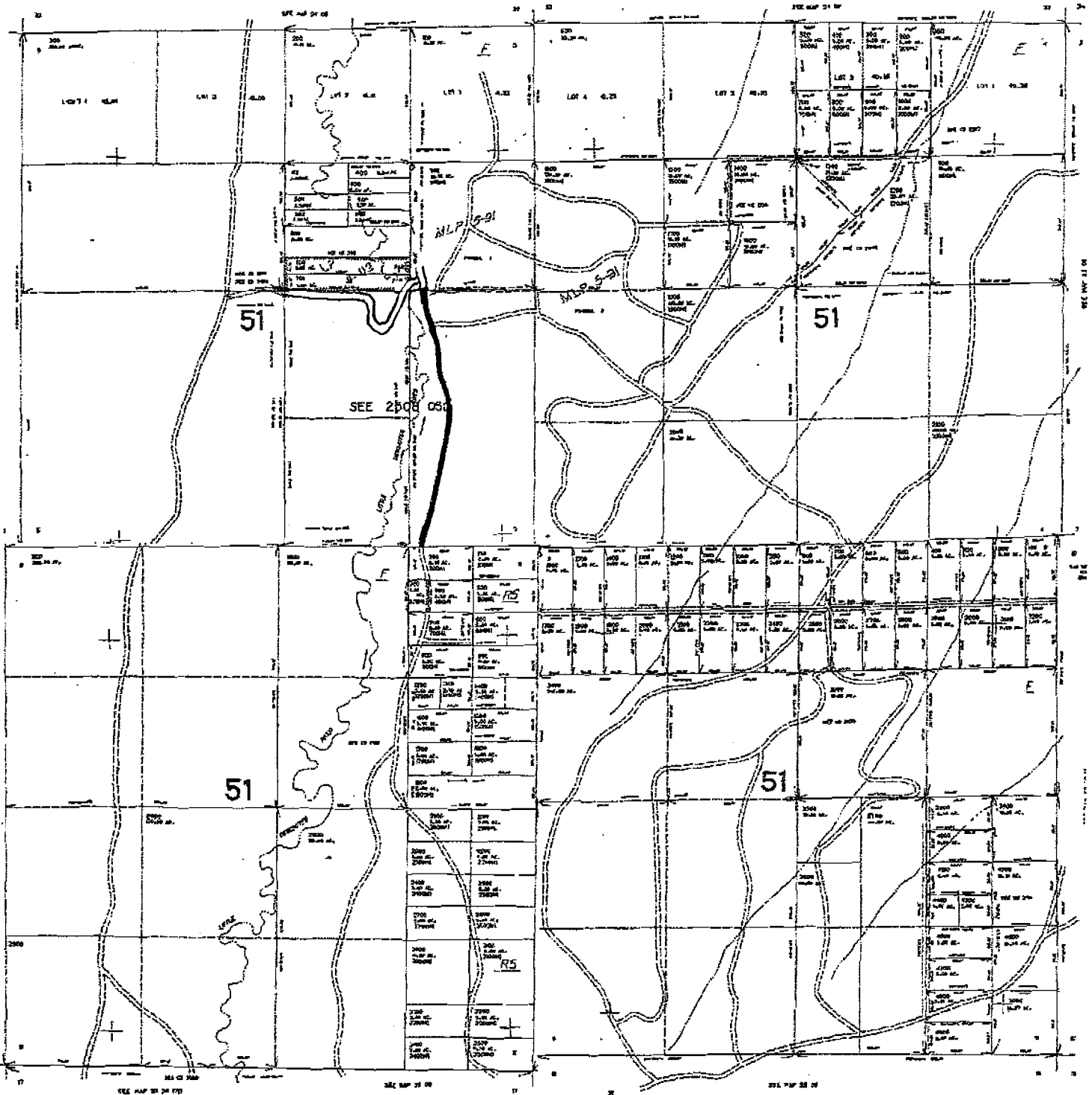


EXHIBIT A
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