

2019-000012

Klamath County, Oregon



00233944201900000120050057

01/02/2019 10:14:15 AM

Fee: \$102.00

Returned at Counter

Space above for Recorder's use	
After recording return to: <i>C. M</i> Joan M Moseley PO Box 836 Keno, OR 97627	Send Tax Statements to: No change Tax Account #R772033

314.18329

PERSONAL EASEMENT

In consideration of a Five Hundred Dollar (\$500.00) administrative fee, the STATE OF OREGON, acting by and through the Oregon Department of Forestry on behalf of its Board of Forestry, (GRANTOR), grants and conveys to JOAN *C. M* ~~M~~ MOSELEY (GRANTEE), a non-exclusive easement in gross, personal to the GRANTEE, over, upon and across:

A road to be constructed by GRANTEE, located in portions of the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 18 Township 40 South, Range 8 East, Willamette Meridian, Klamath County, Oregon as shown on the attached Exhibit "A".

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

1. The rights herein granted are for the purposes of constructing, maintaining, repairing, and using a roadway by GRANTEE for access to GRANTEE's property located in the N $\frac{1}{2}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ (Tax Lot 2601) in Section 18, Township 40 South, Range 8 East, W.M., Klamath County, Oregon.
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 construct the road in accordance with the following requirements:
 - a. All excavated juniper and brush will be piled for burning by GRANTOR.
 - b. All subgrade material will be spread and distributed along the road grade. No side cast of excess material will be allowed.
 - c. Road grade must be shaped to allow proper drainage and prevent any runoff down the road surface.
5. 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.
6. 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.
7. GRANTEE shall obtain the approval of GRANTOR prior to any relocation, reconstruction or improvement of the existing road(s).
8. 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 abandons 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 described in Paragraph 1 which is accessed by this easement.
 - e. Immediately upon insolvency, adjudication of bankruptcy or appointment of a receiver for the property of GRANTEE.

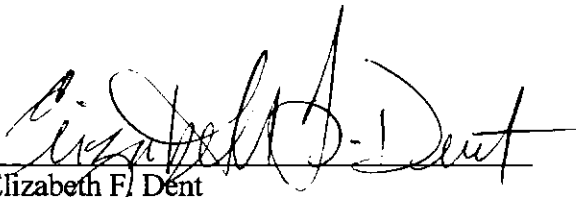
Upon GRANTOR's written notice of termination, GRANTEE shall execute a recordable document evidencing termination of easement.

9. 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.
10. 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.
11. 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.
12. GRANTEE agrees to refrain from any interference with legal uses of this State Forest roadway and adjacent State Forest land.

Executed this 9th day of November, 2018.

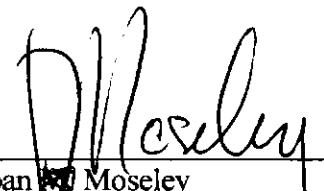
GRANTOR:

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


Elizabeth F. Dent
Division Chief
State Forests Division

GRANTEE:

^{c m}
JOAN ~~M~~. MOSELEY

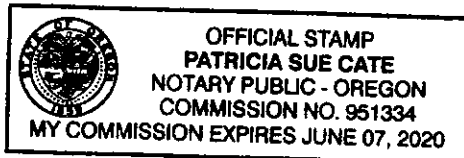

Joan ~~M~~ Moseley
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Acknowledgements on following page

ACKNOWLEDGMENTS

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me this 16th day of November, 2018, by
Elizabeth F. Dent, as the authorized representative of the State of Oregon.

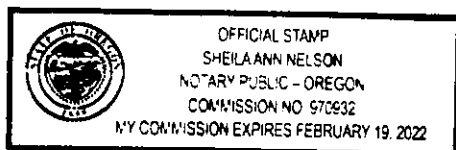


Patricia Sue Cate
Notary Public for Oregon

My Commission expires: 6/7/2020

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me this 9th day of November, 2018, by
Joan M Moseley.



Joan M Nelson
Notary Public for Oregon

My Commission expires: February 19, 2022

EXHIBIT "A"

Of Easement

314.18329

Located in Portions of Section 18,
T40S, R8E, W.M., Klamath County,
Oregon

