

2021-007435

Klamath County, Oregon



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05/10/2021 02:07:42 PM

Fee: \$102.00

EASEMENT

Date: 5-10-2021

Returned at Counter

For valuable consideration received, Michael Potter, (Grantor) conveys to Brett Slusher and Jean Slusher, (Grantee) a nonexclusive easement to use a road which presently exists on and passes across the following described land owned by Grantor:

That portion of SE1/4 SE1/4 of Section 35, Township 34 South, Range 8 East, Willamette Meridian, Klamath County, Oregon; otherwise known as Tax Lot 3408-03500-01401

for the purpose of ingress to and egress from real property owned by Grantee, described in Item 7 Below. The centerline of said road is described as follows:

Beginning on the Sprague River Road in the SE1/4 SE1/4 of Section 35, Township 34 South, Range 8 East, Willamette Meridian, Klamath County, Oregon thence southeasterly over the existing road to the south line of said SE1/4 SE1/4 of Section 35.

The terms of this easement are as follows:

1. Grantee, its agents, and invitees shall use said road for ingress and egress to and from Grantee's land only
2. Grantee shall have the duty to repair, at Grantee's own expense, any excessive or unusual damage to said road caused by Grantee's use thereof
3. Grantor reserves the right to use and maintain said road for Grantor's own purposes. Grantor may grant the use rights to third parties. The parties may cooperate during periods of joint use so that each party's use shall cause a minimum of interference of the others', however, in case of conflict Grantor's right to use shall be dominant
4. Grantor reserves the right to relocate said road at any time and in such case shall reconstruct the road at such new location, so long as grantor does not obstruct or deny Grantee's right of access to Grantee's property. If said road is relocated, Grantor may record an instrument indicating the location of the new road and such instrument shall serve to amend this easement and eliminate the rights of Grantee in the original road covered by this easement. Such amendment shall be effective whether or not signed by Grantee, but Grantee shall execute it or such other document

necessary to indicate relocation of the road when and if requested by Grantor

5. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of said road. Grantee shall pay Grantor for any merchantable timber or other property of Grantor damaged by Grantee's use of this easement. Grantee assumes all risk arising out of its use of said road and Grantor shall have no liability to Grantee or others for any condition existing thereon
6. This easement is granted subject to all other easements and encumbrances of record
7. This easement is appurtenant to real property owned by Grantee, which real property is approximately 3/8 mile south of land owned by Grantor, Grantee's real property is more particularly described as follows:

The Easterly 970 feet of the SE1/4 of the SW1/4 of the NE1/4 and the SW1/4 of the SE1/4 of the NE1/4, Section 2, Township 35 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon; otherwise known as Tax Lot 3508-00200-01200.

In witness thereof, the parties have caused this instrument to be executed the day and year first written above.

GRANTOR Michael Potter

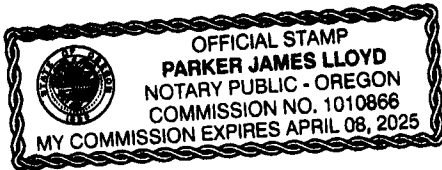
Michael Potter

State of *OR* *Oregon*)

SS

County of *Clatsop*)

This instrument was acknowledged before me on *5-10-21* (date) by
Michael Potter



BEFORE ME:

Parker James Lloyd

Notary Public for Oregon

My commission expires: *4-8-25*

State of Oregon)

SS

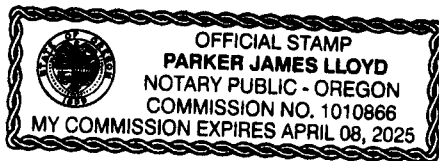
County of Klamath)

This instrument was acknowledged before me on 5-10-21 (date) by

GRANTEE

Brett Slusher

BEFORE ME:



P. J. Lloyd
Notary Public for Oregon

My commission expires: 4-8-25

State of Oregon)

SS

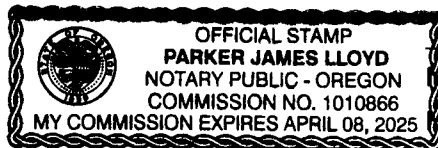
County of Klamath)

This instrument was acknowledged before me on 5-10-21 (date) by

GRANTEE

Jean Slusher

BEFORE ME:



P. J. Lloyd
Notary Public for Oregon

My commission expires: 4-8-25

AFTER RECORDING RETURN TO:

Michael Potter
1104 Turkey Crik Lane
Roseburg, Oregon 97470

