

2021-007684

Klamath County, Oregon



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05/13/2021 03:35:12 PM

Fee: \$102.00

**EASEMENT**

Date: 5/13/21

For valuable consideration received, Michael Potter, (Grantor) conveys to Mark Gaffney, (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 adjacent to and south of land owned by Grantor, Grantee's real property is more particularly described as follows:

The E1/2 of the W1/2 of Government Lot 1 in Section 2, Township 35 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, otherwise known as Tax Lot 3508-00200-00200

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

GRANTOR Michael Potter

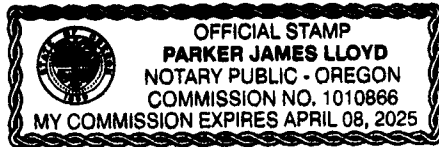
*Michael Potter*

State of *Oregon* )

ss

County of *Klamath* )

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 )

County of Klamath )

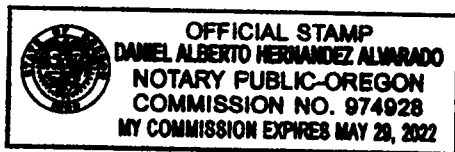
SS

This instrument was acknowledged before me on May 13, 2021 (date) by

GRANTEE

Mark Gaffney

BEFORE ME:



Daniel Alberto Hernandez Alvarado  
Notary Public for Oregon

My commission expires: May 29, 2022

AFTER RECORDING RETURN TO:

Michael Potter

1104 Turkey Crik Lane

Roseburg, Oregon 97470

