

2024-003438

Klamath County, Oregon



00327920202400034380050052

05/03/2024 11:49:12 AM

Fee: \$102.00

Space above for Recorder's use	
After recording return to:  Lee Gary Smith and Nicole Cathline Smith 345 N. North Bank Rd. Otis, OR 97368  Consideration: \$0 and other consideration	Send Tax Statements to:  No change

314.18350

#### PERSONAL EASEMENT

In consideration of Zero Dollars (\$0.00) and other good and valuable consideration, including the covenants made herein, the STATE OF OREGON, acting by and through its Oregon Department of Forestry on behalf of its Board of Forestry, (GRANTOR), grants and conveys to Lee Gary Smith and Nicole Cathline Smith, husband and wife (collectively GRANTEE), a non-exclusive easement in gross, personal to the GRANTEE, over, upon and across:

An existing road located in portions of the Southeast quarter of the Southeast quarter of Section 24, and the Northeast quarter of the Northeast quarter of Section 25 of Township 23 South, Range 9 East, the Southwest quarter of the Southwest quarter of Section 19 and the Northwest quarter of the northwest quarter of Section 30 of Township 23 South, Range 10 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 maintaining, repairing, and using a 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(s).
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 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.

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 residential 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 28<sup>th</sup> day of August, 2023.

GRANTOR:

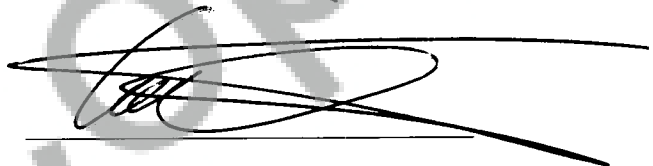
STATE OF OREGON, acting by and  
through its Department of Forestry on behalf of  
its Board of Forestry



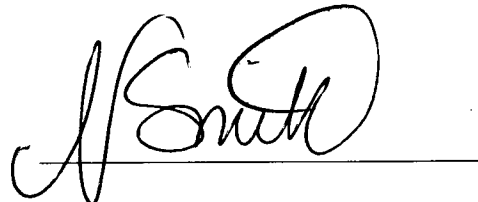
Michael Wilson  
Division Chief  
State Forests Division

GRANTEE:

Lee Gary Smith



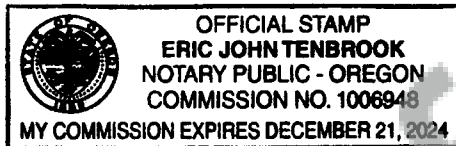
Nicole Cathline Smith



ACKNOWLEDGMENTS

STATE OF OREGON     )  
                                      )  
County of Marion     )

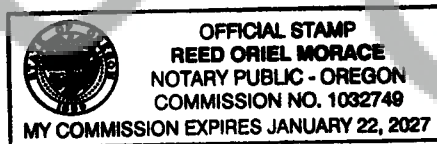
This instrument was acknowledged before me this 28<sup>th</sup> day August, 2023,  
by Michael Wilson, ODF State Forests Division Chief, as the authorized representative of the State  
of Oregon.



Eric John Tenbrook  
Notary Public for Oregon  
My Commission expires: 12/21/24

STATE OF OREGON     )  
                                      )  
County of Marion     )

This instrument was acknowledged before me this 6<sup>th</sup> day of December 2023,  
by Lee Gary Smith and Nicole Cathline Smith, collectively GRANTEE of the instrument.



Reed Morace  
Notary Public for Oregon  
My Commission expires: 01/22/27  
2027

EXHIBIT "A"  
DEPICTION OF EASEMENT ROAD

