

2012-010743

Klamath County, Oregon



00124938201200107430060068

09/28/2012 10:16:59 AM

Fee: \$62.00

<i>Space above for Recorder's use</i>	
After recording return to: Cheryl Adell McGregor 1090 Chevron Court Pasadena, CA 91103	Send Tax Statements to: No change

314.18280

PERSONAL EASEMENT

In consideration of One Dollar (\$1.00), the STATE OF OREGON, acting by and through its Board of Forestry on behalf of the Oregon Department of Forestry, (GRANTOR), grants and conveys to Cheryl Adell McGregor, Trustee of The Cheryl Adell McGregor Revocable Trust dated April 13, 2005, (GRANTEE), a non-exclusive easement in gross, personal to the GRANTEE, over, upon and across:

An existing road located in portions of the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 4, Township 24 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 located in the N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ (Tax Lot 200) and the SE $\frac{1}{4}$ of Lot 4 (Tax Lot 700) in Section 3, Township 24 South, Range 10 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 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 party 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 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 6 day of September, 2012

GRANTOR:


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



Michael A. Bordelon
Division Chief
State Forests Division

GRANTEE:

Cheryl Adell McGregor, Trustee of The
Cheryl Adell McGregor Revocable Trust
dated April 13, 2005



Cheryl Adell McGregor

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of LOS ANGELES

On 08 SEPTEMBER 2014 before me, HAMIK HARTOUMIAN, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared CHERYL DDELL MCGREGOR

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

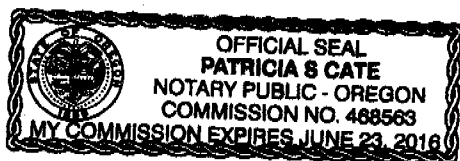
RIGHT THUMBPRINT
OF SIGNER
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RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

ACKNOWLEDGMENTS

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me this 12th day of September, 2012, by
Michael A. Bordelon, as the authorized representative of the State of Oregon.



Patricia S. Cate
Notary Public for Oregon

My Commission expires: 6/23/2016

STATE OF CALIFORNIA)
) ss.
County of LOS ANGELES)

This instrument was acknowledged before me this 06th day of SEPTEMBER, 2012, by
Cheryl Adell McGregor, Trustee of The Cheryl Adell McGregor Revocable Trust dated April 13,
2005.

*See Attached
Acknowledgement on Grant*



[Signature]
Notary Public for California

My Commission expires: DECEMBER 05 2014

314.18280 Personal McGregor Easement

Exhibit "A" Oregon Dept. of Forestry

GILCHRIST STATE FOREST

Easement through:

NE 1/4 NE 1/4 Section 4, T24S, R10E

Klamath County, Oregon

