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02/10/2017 09:13:27 AM

Fee: \$82.00

After recording mail to:

Dwight G. Purdy
Thorp, Purdy, Jewett, Urness & Wilkinson
1011 Harlow Road, Suite 300
Springfield, OR 97477

Mail All Tax Statements To:

Barbara Whittington
1509 7th Street
Springfield, OR 97477

ACCESS EASEMENT AGREEMENT

THIS AGREEMENT is dated this 1st day of February, 2017, between **Barbara J Whittington and Bradley J. Whittington**, ("Grantors") to **Leonard G. McGehee and Eleanor F. McGehee**, husband and wife, ("Grantees"). The Grantors and Grantees hereby agree as follows:

Consideration. The consideration for this Access Easement Agreement ("Agreement") is \$2,500 and the exchange of covenants contained herein.

RECITALS

A. Grantors are the owner of certain real property described as:

Lot 17, Block 7, Tract 1042, Two Rivers North, in the County of Klamath, State of Oregon.

That property ("Grantor Property") is further depicted in **Exhibit A**, attached hereto and hereby incorporated by this reference.

B. Grantees are the owners of certain real property described as:

PARCEL 2 OF KLAMATH COUNTY LAND PARTITION LP 17-15, BEING A REPLAT OF LOT 10 IN BLOCK 7 OF KLAMATH COUNTY TRACT NO. 1042, TWO RIVERS NORTH AS SITUATED IN THE NE ¼ OF SECTION 1 IN TOWNSHIP 26 SOUTH, RANGE 7 EAST OF THE WILLAMETTER MERIDIAN, KLAMATH COUNTY, OREGON

This property ("Grantee Property") is further depicted as Parcel 2 in **Exhibit B**, attached hereto and hereby incorporated by this reference.

C. Grantors intend to grant to Grantees an access easement ("Access Easement") over and across the Grantor Property. The Access Easement is further described in **Exhibit C** and depicted in **Exhibit B**, attached hereto and hereby incorporated by this reference.

NOW, THEREFORE, Grantors and Grantees, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. **Access Easement.** Grantors do hereby grant and convey to Grantees, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual, exclusive easement, 30' in width, over, along, and across a strip of land situated on Grantor Property ("Access Easement"), further depicted on **Exhibit B**, subject to the terms and conditions set forth below.

2. **Purpose.** The Access Easement will be used for the purpose of ingress and egress. This Easement shall include vehicular and pedestrian access, as well as access for emergency response vehicles to and from Grantee Property.

3. **Maintenance.**

A. Grantees shall, at their sole cost and expense, maintain the Access Easement, and repair any damage to the Access Easement caused in any way by use of the Access Easement by Grantors, Grantees, or Grantors' or Grantees' agents, contractors, employees, or invitees. Any repair shall return the Access Easement to the same, or better, condition than which it was found. Should Grantees fail to comply with this duty within 30 days of notice of the need for repair, Grantors, at their option (without any obligation to do so), may repair the defect in the Access Easement for the account of the Grantees, who will reimburse the Grantors for all expenses the Grantors incurred for repairs. Grantors will have no obligation to maintain or repair the Access Easement. If Grantors improve the Access Easement area, Grantees agree to proportionately maintain the Access Easement to the improved condition.

B. Except with regard to emergency repairs, prior to any repair of the Access Easement area, the party doing the maintenance shall provide the other party with reasonable written notice prior to the work being performed. The party doing the work shall provide reasonable written notice of the work to be performed, the company doing the work, and a detailed complete estimate of the cost at least 15 days prior to doing the work, as well as any other information required to give the responding party adequate information and opportunity to respond to the request.

If no objection is raised within the 15 day time period after providing all relevant information, then the work may be performed. If the party receiving the information does object, then the parties shall try to resolve the dispute in a reasonable manner.

- C. If either Grantors or Grantees are made aware of emergency safety conditions on the Easement area, that party has authority to make emergency repairs as needed without further notification of the other party. In such cases, the party making the repairs will notify the other party after the repair of the cost and amount due from the other party, as well as the reasons for making the emergency repair. An "emergency safety condition" means a condition that makes the Easement area unpassable or causes an extreme hazard. The party doing the repair shall provide an itemized receipt, or other written documentation, to the other party, showing the company that performed the emergency repair and the work that was performed.
- D. In the event Grantees default on payment of any obligation hereunder, they shall be obligated to pay interest at the rate of 9% per annum on such amount from the date the amount is due until paid. Grantees shall have 14 days after being notified that amounts are due under this Agreement to pay amounts required.

4. **Road Improvement.** Grantees shall not have the right to grade, fill and make any other improvements in the Access Easement without Grantors' express written consent. Grantors reserve the right to install utilities, cables, landscaping, signage, and other improvements in the Easement Area.

5. **Successors and Assigns.** The easements, rights, and obligations created hereunder shall be binding upon Grantors and Grantees, their heirs, beneficiaries, and successors in interest, and shall run with the Grantor Property and Grantee Property. Grantees shall not further assign their rights hereunder. The provisions of this Access Easement are enforceable in law or equity by Grantors or Grantees. Grantors reserves the right to grant to third parties any of such reserved rights, as long as such use does not unreasonably interfere with Grantees' permitted uses of the Easement.

6. **Indemnity; Attorney Fees.** Grantees will indemnify and hold Grantors harmless from and against all claims, damages, losses, causes of action, costs, and expenses, (including, without limitation, attorney fees), which may be asserted against or incurred by Grantors as a result of any act or omission of Grantees or their agents and invitees related to the use of the Access Easement. In the event of any litigation or other proceedings brought to enforce or interpret this

Access Easement, the prevailing party in such proceedings will be entitled to recover from the other party the reasonable attorney fees and other costs incurred by the prevailing party in the proceedings or any appeal therefrom.

7. **Compliance with Laws and Regulations.** Grantors and Grantees shall comply with all applicable Federal, State and local laws, regulations and ordinances with respect to the Access Easement. This Access Easement shall be subject to the laws of the State of Oregon.

8. **No Obstruction.** For safety purposes, no machinery, trailers, vehicles or other property may be stored or parked upon the Easement area. Except as otherwise set forth herein, no party may obstruct the Easement area, or construct or place buildings, fences, gates, or any other structures within the Easement area.

9. **No Partnership.** None of the terms or provisions of this Agreement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary rights in any person who is not an owner of the Grantor Property or Grantee Property.

10. **Recitals Incorporated.** The recitals set forth, above, are expressly incorporated into and made a part of this Agreement.

11. **No Dedication.** Nothing contained herein will be deemed to be a gift or dedication of any portion of the Access Easement to the general public, for the general public, or for any public use or purpose whatsoever.

12. **Amendment.** This Agreement may only be amended by written instrument executed by the then current owners of the Grantor Property and Grantee Property.

13. **Time of the Essence.** Time is of the essence for the performance of all terms of this Agreement.

14. **Further Assurances.** Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, in order to carry out the intent and accomplish the purposes of this Agreement. Whenever the consent or approval of a party is required to be given hereunder, such consent or approval will not be unreasonably withheld, delayed or conditioned.

15. **Notice.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested and addressed to the representative designated in this Paragraph.

"Grantors":

Barbara Whittington
1509 7th Street
Springfield, OR 97477

"Grantees":

Eleanor McGehee or Leonard McGehee
89190 Old Mohawk Road
Springfield, OR 97478

16. **Exhibits.** The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

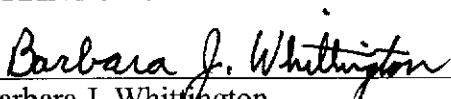
17. **Severability.** If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not in any way be impaired.

18. **Recording.** This Agreement shall be recorded.

19. **Integration.** This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all prior communications, representations or agreements, either oral or written, between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year noted below.

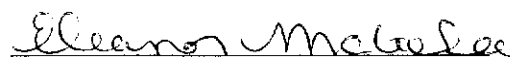
GRANTORS:


Barbara J. Whittington


Bradley J. Whittington

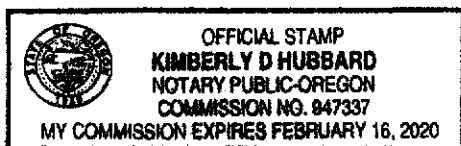
GRANTEES:


Leonard G. McGehee


Eleanor F. McGehee

STATE OF OREGON)
) ss.
County of Lane)

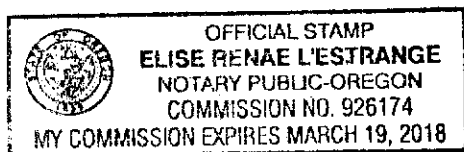
The foregoing instrument was acknowledged before me this 2nd day of February, 2017,
by **Barbara J. Whittington.**



Kimberly D Hubbard
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Lane)

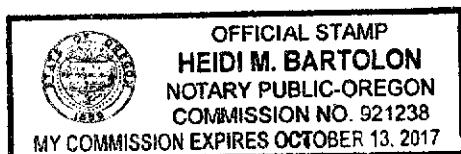
The foregoing instrument was acknowledged before me this 1st day of February, 2017, by
Leonard G. McGehee and Eleanor F. McGehee.



E
Notary Public for Oregon

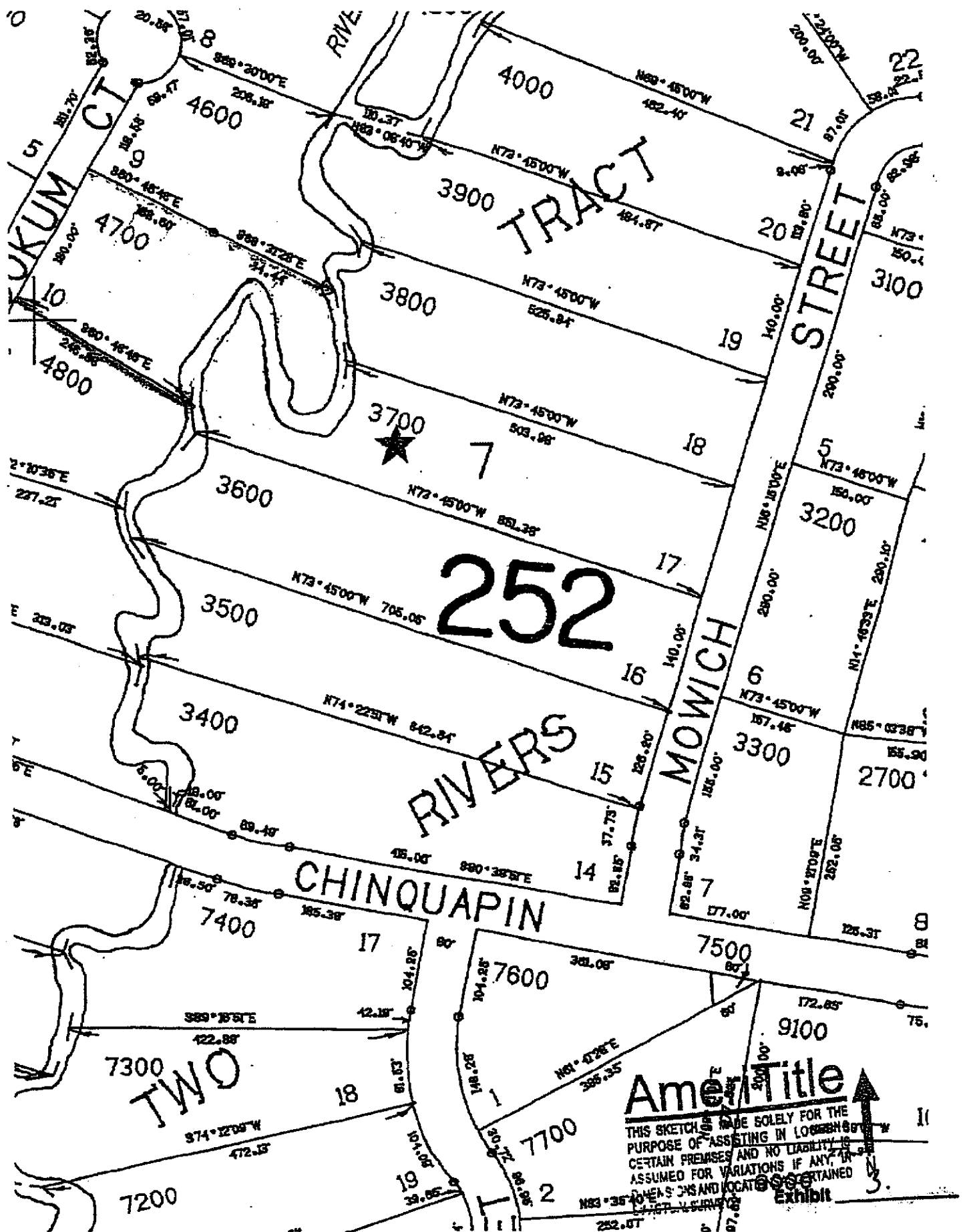
STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me this 7th day of February, 2017,
by **Bradley J. Whittington.**

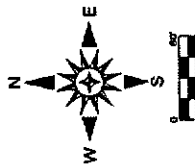


Heidi M Bartolon
Notary Public for Oregon

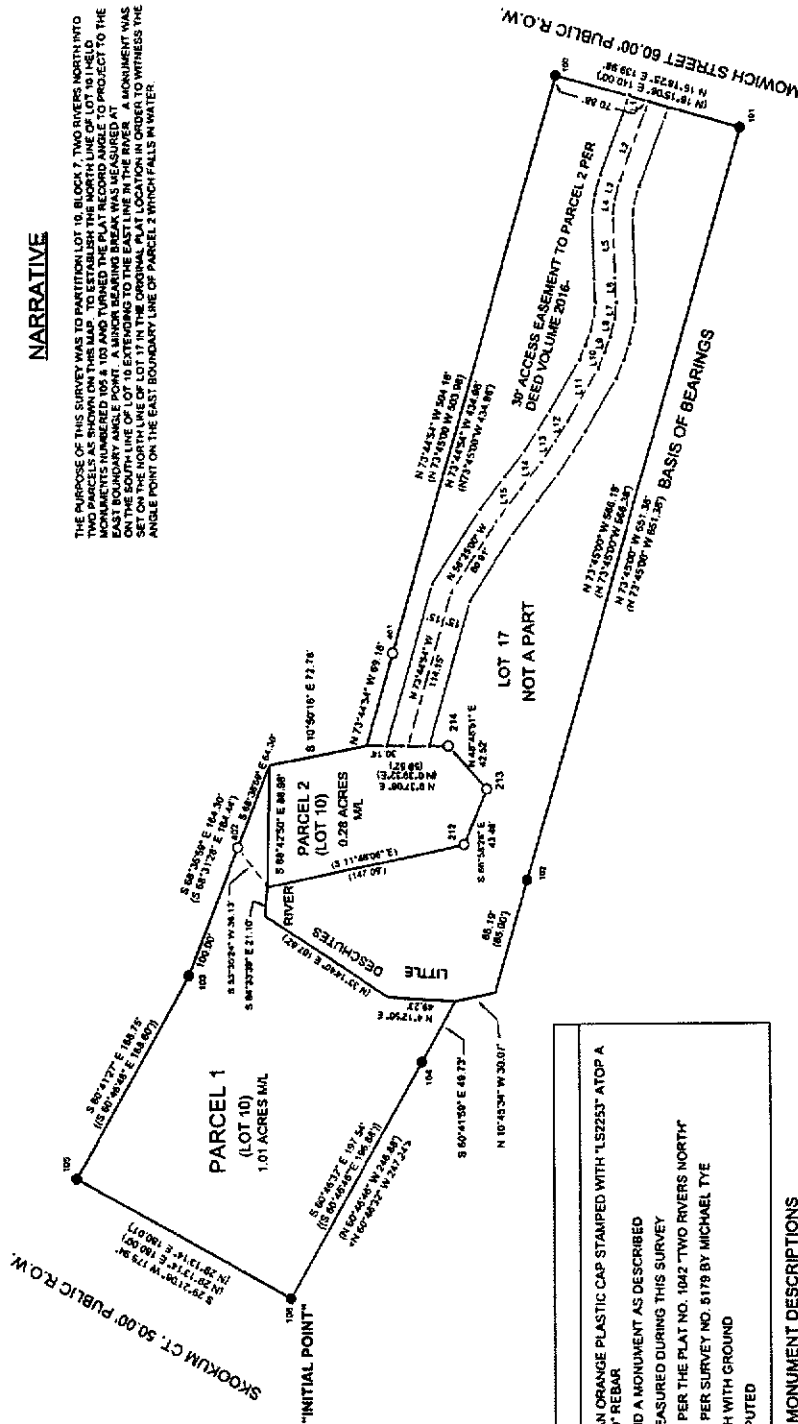
Exhibit A



BEING A REPLAT OF LOT 10 IN BLOCK 7 OF KLAMATH COUNTY TRACT NO. 1042,
TWO RIVERS NORTH AS SITUATE IN THE NE 1/4 OF SECTION 1 IN TOWNSHIP 26 SOUTH, RANGE
7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON



THE PURPOSE OF THIS SURVEY WAS TO PARTITION LOT 10, BLOCK 7, TWO RIVERS NORTH INTO TWO PARCELS AS SHOWN ON THIS MAP. TO ESTABLISH THE NORTH LINE OF LOT 10 I HELD MONUMENTS NUMBERED 105 & 101 AND TURNED THE PLAT RECORD ANGLE TO PROJECT TO THE EAST BOUNDARY ANGLE POINT. A MINOR BEARING BREAK WAS MEASURED AT THE SOUTH LINE OF LOT 10 EXTENDING TO THE EAST LINE IN THE RIVER. A MONUMENT WAS SET ON THE NORTH LINE OF LOT 11 IN THE ORIGINAL PLAT LOCATION IN ORDER TO WITNESS THE ANGLE POINT ON THE EAST BOUNDARY LINE OF PARCEL 2 WHICH FALLS IN WATER.



LINE	BEARING	DIST	BEARING	DIST
L1	N49°58'15"W	8.63	N49°58'15"W	8.63
L2	N89°21'40"W	54.87	N89°21'40"W	54.87
L3	N73°57'19"W	13.94	N73°57'19"W	13.94
L4	N62°04'35"W	10.16	N62°04'35"W	10.16
L5	N45°52'53"W	10.36	N45°52'53"W	10.36
L6	S88°46'43"W	17.48	S88°46'43"W	17.48
L7	N64°45'01"W	12.10	N64°45'01"W	12.10
L8	N75°28'03"W	13.36	N75°28'03"W	13.36
L9	N87°17'47"W	17.04	N87°17'47"W	17.04
L10	N89°21'40"W	12.48	N89°21'40"W	12.48
L11	N69°21'15"W	44.00	N69°21'15"W	44.00
L12	N57°55'59"W	18.81	N57°55'59"W	18.81
L13	N52°28'24"W	34.81	N52°28'24"W	34.81
L14	N52°43'00"W	29.75	N52°43'00"W	29.75

[illegible]

REGISTERED
PROFESSIONAL
LAND SURVEYOR

SUBJECT TO REVIEW

OSGARD
SCOTT C. FRESHWATERS
JANUARY 18, 1987
2253

RECEIVED 12/21/2017

SHEET TWO OF TWO

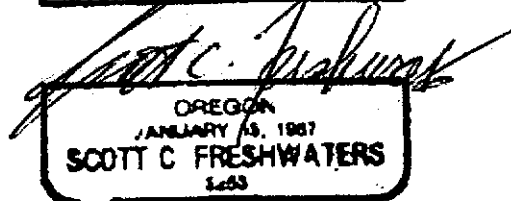
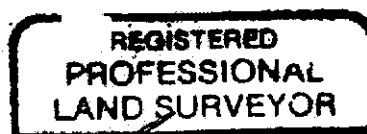
FRESHWATERS SURVEYING, INC.
SCOTT C. FRESHWATERS, PLS
P.O. BOX 4524
SUNRIVER, OREGON 97707
\$41,593,1792 OFFICE
541.420.1822 CELL
JULY 29, 2016
#10086

Exhibit B.

**LEGAL DESCRIPTION OF THE CENTERLINE OF A 30 FOOT
EASEMENT FOR INGRESS AND EGRESS TO PARCEL TWO OF
KLAMATH COUNTY PARTITION PLAT LP 17-15**

A 30 FOOT WIDE EASEMENT OVER AND ACROSS LOT 17 IN BLOCK 7 OF TRACT 1042 TWO RIVERS NORTH, KLAMATH COUNTY, OREGON, LYING FIFTEEN FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE 1/2" DIAMETER IRON ROD THAT MARKS THE NORTHEAST CORNER OF SAID LOT 17; THENCE S16° 18' 25"W 70.88 FEET UPON THE EAST LINE OF SAID LOT 17 TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE N69° 58' 15"W FOR 6.83 FEET; THENCE N69° 21' 40"W FOR 54.87 FEET; THENCE N73° 57' 19"W FOR 13.94 FEET; THENCE N82° 04' 35"W FOR 10.48 FEET; THENCE S88° 54' 17"W FOR 46.38 FEET; THENCE S86° 46' 43"W FOR 17.48 FEET; THENCE N84° 45' 01"W FOR 12.10 FEET; THENCE N75° 28' 03"W FOR 13.36 FEET; THENCE N69° 06' 20"W FOR 12.04 FEET; THENCE N67° 17' 47"W FOR 12.48 FEET; THENCE N59° 21' 19"W FOR 44.00 FEET; THENCE N57° 58' 47"W FOR 16.52 FEET; THENCE N56° 45' 59"W FOR 18.91 FEET; THENCE N52° 26' 24"W FOR 24.81 FEET; THENCE N52° 43' 00"W FOR 29.70 FEET; THENCE N56° 25' 00"W FOR 60.91 FEET; THENCE N73° 44' 54"W FOR 114.15 FEET TO A POINT ON THE WEST LINE OF SAID LOT 17 BEING THE END OF THIS CENTERLINE, SAID POINT BEARS S00° 37' 08"W 30.14 FEET FROM THE WESTERLY TERMINUS OF THE NORTH LINE OF SAID LOT 17. THE SIDE LINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO INTERSECT ON SAID EAST AND WEST LINES.



Renews 12-31-2017