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Fee: \$97.00

After recording, return to:
Ben Freudenberg, Attorney at Law
Davis Freudenberg Day & Galli
600 N.W. 5th St.
Grants Pass, Or. 97526

GRANT OF EASEMENT

From: Cortez, LLC, an Oregon limited liability company ("Grantor")
225 N.E. C Street, Grants Pass, Oregon 97526

To: Marianne J. Storfjell ("Grantee")
2304 Emerald Street, Klamath Falls, Oregon, 97601

For good and valuable consideration, Grantor hereby grants an easement to Grantee, as follows:

1. IDENTIFICATION OF PROPERTIES.

1.1 Grantor owns the real property "Grantor Parcel" which is more particularly described as follows: as described on Exhibit A attached hereto and incorporated herein.

1.2 Grantee owns the real property "Grantee Parcel" which is more particularly described as follows: as described on Exhibit B attached hereto and incorporated herein.

2. GRANT, NATURE AND PURPOSE OF EASEMENT.

2.1 Grantor grants Grantee an easement (the "Easement") over Grantor's Parcel.

2.2 The purpose of the easement is to provide the Grantee Parcel with access to and from Emerald Street (the "Public Road") which abuts the southerly boundary of the Grantor Parcel.

2.3 The purpose of the easement is limited to providing Grantee with roadway and utility service access, but only to the extent and in the manner specified elsewhere in this document.

2.4 The use of the easement shall be limited to reasonable and necessary uses incidental to residential and agricultural production use and occupancy of the Grantee Parcel only and not for any other commercial or industrial purpose.

3. TYPE OF EASEMENT.

3.1 The Easement is appurtenant to the Grantee Parcel.

3.2 The Easement is for the benefit of the Grantee Parcel and Grantee and the tenants,

invitees, agents and employees and independent contractors of Grantee.

4. USE OF EASEMENT.

4.1 The Easement may be used to provide pedestrian, vehicular and utility access between the Grantee Parcel and the Public Road over, under, across and through the Grantor Parcel, subject to such restrictions as may be specified herein. The Easement shall not be used to park motor vehicles.

4.2 The Easement confers no right to the use of any portion of the Grantor Parcel other than that which is located within the "Easement Strip" described elsewhere in this document.

4.3 The Easement is for the non-exclusive benefit of the Grantee Parcel, and Grantor expressly reserves (A) the right to use the Easement for all lawful purposes jointly and in common with Grantee for the benefit of all or any portion of the Grantor Parcel, and (B) the right to confer access rights over the Grantor Parcel in favor of any other person or land, whether or not adjacent to the Grantor Parcel; provided, however, that in no event will Grantor (i) unreasonably interfere with the exercise of the Easement and rights granted hereby, or (ii) block or otherwise bar access to the Easement Strip by any means, including but not limited to the use of locking devices or any gates.

4.4 Without limiting the generality of any other provision of this document, Grantor expressly reserves the right to negotiate with and control the grant of any rights, in the nature of an easement or otherwise, to or for any "Utility Service" or "Utility Provider."

4.5 The primary use of the Easement shall be the "Roadway" currently located on a portion of the "Easement Strip," as more particularly provided for below.

5. LOCATION OF EASEMENT.

5.1 The Easement shall be located over that portion of the Grantor Parcel which is more particularly described as set forth on Exhibit C hereto and depicted on Exhibit D hereto and shall be known as the "Easement Strip":

5.2 Relocation. Grantor intends to develop Grantor's Parcel as a residential subdivision or for some other purpose in the future. To facilitate design and construction of the development or as may be required by governmental agencies with jurisdiction over the development or both, it may be desirable or necessary to relocate the easement and roadway located on the easement. The relocated easement and roadway may be a combination of a new public road or roads and easement.

Therefore, Grantor for itself and future owners of the Grantor Parcel shall have the option, at its sole cost and expense, to relocate the Easement Strip to another course over and across the Grantor Parcel, provided that each of the following conditions are met.

5.2.1. Grantor shall provide Grantee 90 days advance written notice of its intent to relocate the easement.

5.2.2. If a new grant of easement is necessary in connection with such relocation, Grantor and Grantee shall execute a new easement agreement benefitting the Grantee Parcel, in a form approved by Grantee in its sole discretion, unless such form contains the same or

substantially the same substantive terms as this Grant of Easement, in which case Grantee's approval shall not be unreasonably withheld, conditioned or delayed. Grantor shall pay all expenses associated with the documentation and recording of such new grant of easement or, if a new easement agreement is not necessary, any amendment to this Grant of Easement to document such relocation.

5.2.3. The relocated easement shall provide access to the Grantee Parcel consistent with the access previously provided and connect to (i) the Grantee Parcel at the same point as the current Easement Strip, (ii) the Public Road at the same point as the current Easement Strip and (iii) any roadway located on any other property adjacent to the Grantor Parcel at the same point as the current Easement Strip, in each case as depicted on Exhibit D attached hereto. As an alternative to the requirements set forth in clauses (ii) and (iii) of this Section 5.2.3, Grantor may, at its sole cost and expense, obtain one or more easement(s) over the applicable neighboring parcel(s) in favor of Grantee such that Grantee maintains a substantially similar right of access over such neighboring parcel(s) as it currently enjoys as of the of date hereof.

5.2.4. Grantor shall improve the roadway on the relocated easement strip to the condition of the roadway located on the Easement Strip existing prior to the relocation.

5.2.5 Grantor shall not unreasonably interfere with Grantee's right of access during construction and relocation. Grantor, at its sole cost and expense, shall provide reasonable alternative access to the Grantee Parcel and/or another roadway connecting to the Grantee Parcel which Grantee has a legal right to use between the time that the Easement Strip is closed and the new easement strip is available for use by Grantee.

6. CONSIDERATION FOR EASEMENT.

The consideration paid for this grant of Easement stated in terms of dollars is none. However, the actual consideration consists of or includes other property or value given or promised which is to settle and compromise the suit now pending in the Klamath County Circuit Court case 17CV44689 and its dismissal with prejudice as to Grantor herein.

7. DURATION OF EASEMENT. The Easement shall be perpetual.

8. CONSTRUCTION, MAINTENANCE AND REPAIR.

8.1 Subject to Section 4.3, Grantor shall have the right to construct, install, maintain and repair such roadways, utility lines and other improvements on or under the Easement Strip as may be necessary for the use and enjoyment of the Grantor Parcel from time to time.

8.2 The cost of maintenance and repair of the Easement shall be shared equally by the parties as provided in ORS 105.170 to 105.185 as now written or hereafter amended

9. PROPERTY TAXES.

9.1 Grantor shall pay all ad valorem taxes on the Grantor Parcel.

9.2 Grantee shall pay all ad valorem taxes on the Grantee Parcel.

10.1 INDEMNITY. Each party (an "Indemnifying Party") shall indemnify and hold harmless the other party (an "Indemnified Party") from and against all claims, damages, losses, causes of action, costs and expenses (including, without limitation, attorney fees) (collectively, "Claims") which may be asserted against or incurred by the Indemnified Party as a result of any act or omission of the Indemnifying Party or its agents, contractors, employees, tenants or invitees related to the use of the Easement; provided, however, that an Indemnifying Party shall have no obligations under this Section 10.1 to the extent any Claim arises from the negligence or willful misconduct of the Indemnified Party or the Indemnified Party's agents, contractors, employees, tenants or invitees.

10.2 DISPUTE RESOLUTION/ATTORNEY FEES.

10.2.1 Mediation. Except for claims for indemnity arising out of or relating to a lawsuit filed by or against any party to this Agreement, the parties mutually agree that any dispute that may arise under this Agreement will be submitted to a mediator agreed to by the disputing parties within a reasonable time after such dispute arises, but in any event at least one (1) month prior to the commencement of suit or arbitration. Such mediation shall occur in Klamath Falls, Oregon, or at such other place as the disputing parties may agree, and the mediation fees and mediator's expenses shall be shared equally by the disputing parties. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

10.2.2 Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement not resolved by mediation will be settled by arbitration. Unless the parties otherwise agree, the arbitration will be administered by the Arbitration Service of Portland, Inc., under its then effective rules and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The arbitration proceeding, unless otherwise mutually agreed shall be held in Klamath Falls, Oregon.

10.2.3 Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue shall be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in preparation or in prosecution or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

11. MISCELLANEOUS.

11.1 This easement is binding upon and shall inure to the benefit of Grantor and Grantee and their heirs, successors and assigns.

11.2 This Easement is not intended to nor will it be construed to create any third-party beneficiary rights in any person who is not an owner of the Grantor or Grantee parcels.

11.3 This easement shall be recorded in the Official Records of Klamath County, Oregon by and at the expense of Grantor.

11.4 Notices. Any notice required or permitted by this Easement shall be in

writing and given by delivering the same in person to the recipient or by sending the same by certified mail, return receipt requested, with postage prepaid to the address of Grantor or Grantee, as the case may be, shown herein and, if different, to the address shown for the recipient in the property tax records in the office of the Klamath County Assessor with respect to the parcel in question.

11.5 Each of the parties hereto has been represented by legal counsel of its choice in respect to this transaction. This Grant of Easement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Grant of Easement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

11.6 Each of the parties hereto represent and warrant to the other that (i) the person or entity signing this Grant of Easement on behalf of such party has the power and authority to enter into this Grant of Easement on behalf of such party and (ii) this Grant of Easement constitutes the binding obligation of such party and is enforceable against such party in accordance with its terms.

Signed on April _____ 2018.

GRANTOR:

Cortez, LLC

by

Anthony Lynn Costantino

Anthony Lynn Costantino, Member

by:

Jay B. Eastwood, Member of
Eastwood Homes, LLC, MEMBER

GRANTEE:

Marianne J. Storfjell

STATE OF OREGON)
) ss.
County of Josephine)

This instrument was acknowledged before me on April 10, 2018, by Anthony Lynn Costantino as Member of Cortez, LLC, an Oregon Limited liability company .

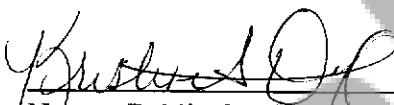


Kristine Suzanne Daft
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Josephine)

This instrument was acknowledged before me on April 10, 2018, by Jay B. Eastwood, as Member of Eastwood Homes, LLC, a member of Cortez, LLC, an Oregon Limited liability company .





Notary Public for Oregon

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2018, by Marianne J. Storfjell .

Notary Public of Oregon

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11.6 Each of the parties hereto represent and warrant to the other that (i) the person or entity signing this Grant of Easement on behalf of such party has the power and authority to enter into this Grant of Easement on behalf of such party and (ii) this Grant of Easement constitutes the binding obligation of such party and is enforceable against such party in accordance with its terms.

Signed on April 17 2018.

GRANTOR:
Cortez, LLC

by _____
Anthony Lynn Costantino, Member

GRANTEE:

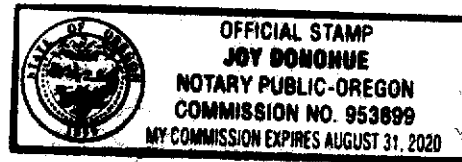
Marianne J. Storfjell
Marianne J. Storfjell
now known as: Marianne J. McFeeters

STATE OF OREGON)
) ss.
County of Josephine)

This instrument was acknowledged before me on _____, 2018, by Anthony Lynn Costantino as Member of Cortez, LLC, an Oregon Limited liability company .

Notary Public for Oregon

STATE OF Oregon)
County of Josephine) ss.



This instrument was acknowledged before me on 4/17/18, 2018, by Marianne J. Storfjell ~~Now known as~~ Marianne Jean McFeters


Notary Public of Oregon

Exhibit A
Cortez, L.L.C. Legal Description

That portion of the NE ¼ NW ¼ of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Southwesterly of the Lake of the Woods Highway 140. SAVING and EXCEPTING that portion conveyed to State of Oregon in Deed Volume M-68 on Page 3409, records of Klamath County, Oregon.

2912-01
1/23/09

Unofficial
Copy

J.E.
of

Exhibit B
Storjell Legal Description

The SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 6, Township 39 South, Range 9 East of the
Willamette Meridian, Klamath County, Oregon.

2912-01
1/23/09

Unofficial
Copy

J.E.



Exhibit C

Description of the Dirt Road traversing the Cortez Property

An easement, 30 feet in width, for the purpose of ingress and egress, the certain strip of land being a portion of Northeast Quarter of the Northwest Quarter of Section 7 and the Southeast Quarter of the Southwest Quarter of Section 6, Township 39 South, Range 9 East, Willamette Meridian, the centerline of said easement, shown on Exhibit A, being more particularly described as follows:

BEGINNING at the Northwest Sixteenth corner of said Section 7, a point being South 89°28'35" East 29.90 feet from an axle shown on Klamath County Survey 7354, said point being along the northerly terminus of the right of way of Emerald Ave; thence North 00°58'39" East 435.35 feet; thence to a point on the North line of said quarter-quarter, said point being South 89°35'15" East 41.71 feet from a 5/8" iron pipe shown on said Survey 7354, also known as the West Sixteenth corner of said section, North 00°06'28" West 894.69 feet, thence leaving said North line, North 00°22'21" East 485.34 feet; thence North 85°57'43" West 36.25 feet to a point on the West line of said Southeast Quarter of the Southwest Quarter of Section 6, said point being the terminus of this description, being North 01°01'24" East 487.66 feet of said West Sixteenth corner.

EXCEPTING THEREFROM:

Any portion that lies in the said Section 6 and the Northwest Quarter of the Northwest Quarter of said Section 7 hereinabove described.

Exhibit C

J.E.

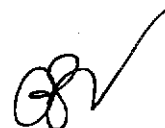
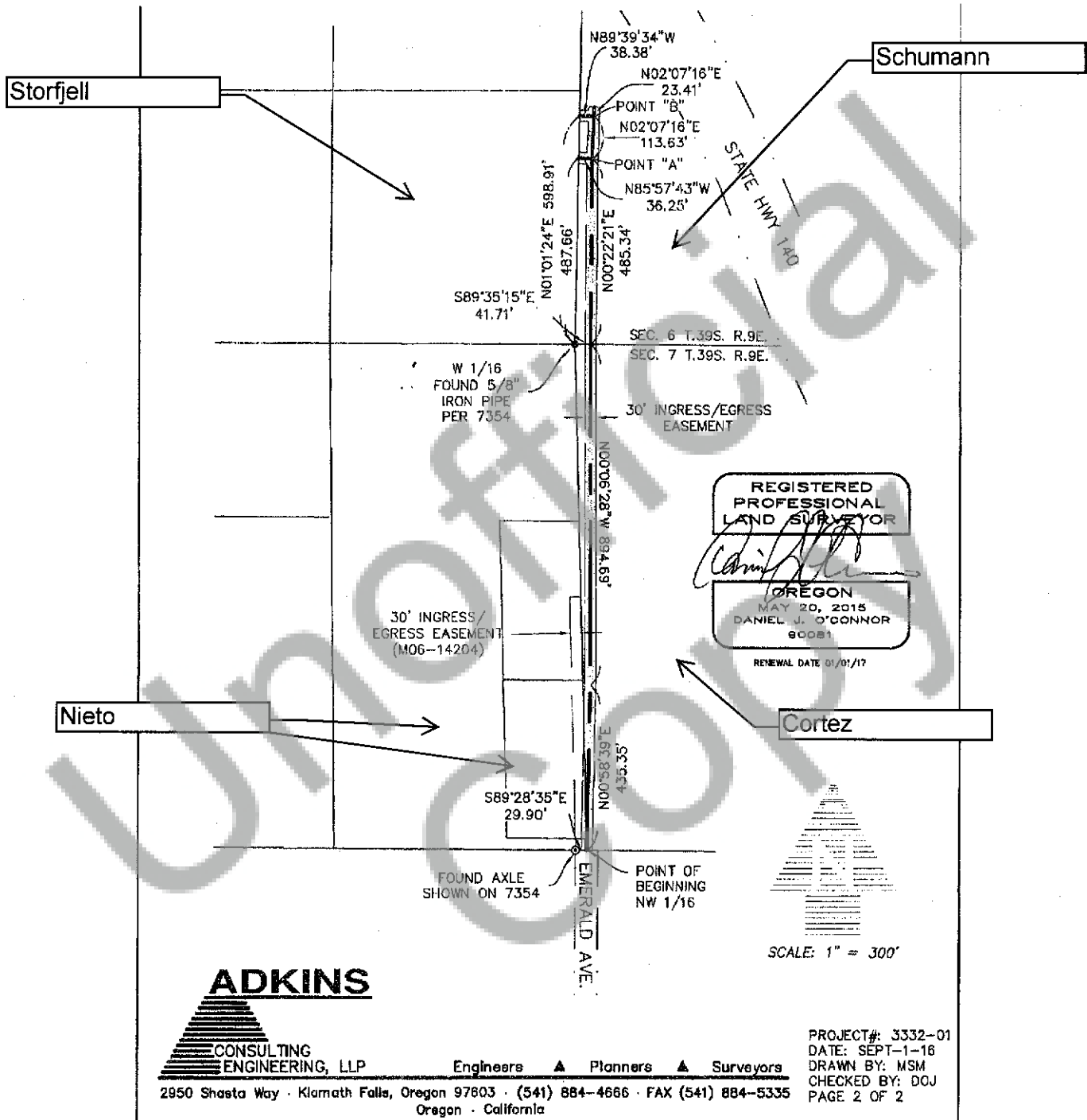


Exhibit **D**
(Dirt Road)



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