

After recording, return to:
DONALD R. CRANE
Attorney at Law
37070 Highway 62
Chiloquin, OR 97624

ACCESS EASEMENT

This Easement is executed by John F. McCormick and Georgette M. McCormick ("Grantor").

Recitals

Grantor owns fee title to the parcel of land described in Exhibit A (the "Grantor Tract"). Sandra L. Wedding (Grantee) owns fee title to an adjoining tract of land described in Exhibit B (the "Grantee Tract"). Grantee has requested Grantor to clarify the easement described in Volume M68 at Page 9918 of the Deed Records of Klamath County, Oregon, for the benefit of the Grantee Tract.

Grant

Therefore, in consideration of the provisions herein and other valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor grants to Grantee, the following:

1. **Grant of Easement.** Grantor grants to Grantee, for the benefit of the Grantee Tract, a private, perpetual, nonexclusive easement (the "Easement") over and across the strip of land situated on the Grantor Tract described in Exhibit C (the "Easement Area"). The Easement will be used solely for the purposes of providing vehicular and pedestrian access to and from the Grantee Tract (the "Road"); the Easement may be used for such ingress and egress purposes only by Grantee, her successors in ownership of the Grantee Tract, and the tenants, invitees, agents, and employees of Grantee and such successors (collectively, the "Users"), such use to be in common with use of the Easement Area by the owner of the Grantor Tract and their tenants, invitees, agents, employees, successors, and assigns. "No above-ground structures, buildings or other improvements of any kind will be installed in the Easement area other than gates, roadway surfaces and improvements. Grantor reserves the right to install a security gate at the main entry, utilities, cables, landscaping, signage, concrete and asphalt surfaces, and other improvements in the Easement Area from time to time, together with the right to grant to third parties any of such reserved rights, as long as such use does not unreasonably interfere with Grantee's permitted uses of the Easement. No Users of the Easement will park any vehicles in the Easement Area. The grant of the Easement is made subject to all exceptions to title on file or of record in the Official Records of Klamath County, Oregon.

2. **Nature of Easement.** The Easement granted herein will be appurtenant to, and for the benefit of, the Grantee Tract. Any conveyance of fee title to the Grantee Tract will include a conveyance of the Easement, regardless of whether the Easement is specifically identified in the instrument of conveyance.

3. **Maintenance.** The owner of the Grantee Tract (the "Owner") will, at her sole cost and expense, repair any damage to the Easement Area caused by any Users. Should the Owner fail to correct any deficiency in their compliance with such repair obligation (an "Uncured Deficiency") prior to the expiration of 30 days after the effective date of notice of such Uncured Deficiency from Grantor, then Grantor, at their option (without any obligation to do so), may correct the Uncured Deficiency for the account of Owner, who will reimburse Grantor for all expenses incurred by Grantor in curing such default, together with interest thereon at the rate of 9 percent per annum from the date expended until the date reimbursed to Grantor. Grantor will have no obligation to maintain or repair the Easement Area, and Owner and any parties claiming by, through, or under Owner will be deemed to have elected to use the Easement at their sole risk. Owner, after reasonable notice to Grantor, may make repairs and surface improvements to the Easement Area from time to time at their sole risk and expense.

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

5. **Successors.** This Easement will be binding on, and inure to the benefit of, the owners of the Grantor Tract and the Grantee Tract and their respective heirs, successors, and assigns.

6. **Amendment.** This Easement may only be amended by written instrument executed by the then current owners of the Grantor and Grantee Tracts.

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7. **Counterparts.** This Easement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

Executed to be effective as of the 09 day of August, 2018.

GRANTOR:

John F. McCormick
John F. McCormick

Georgette M. McCormick
Georgette M. McCormick

Exhibits:

- A. Grantor Tract
- B. Grantee Tract
- C. Easement Area

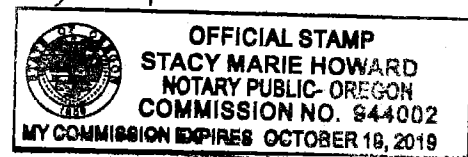
STATE OF OREGON)

) ss.

County of Klamath)

This instrument was acknowledged before me this 5th day of Sept, 2018, by
John F. McCormick.

Howard
Notary Public for Oregon



STATE OF CALIFORNIA)

) ss.

County of _____)

This instrument was acknowledged before me this _____ day of _____, 2018, by
Georgette M. McCormick.

Notary Public for California
My commission expires:

SEE
ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

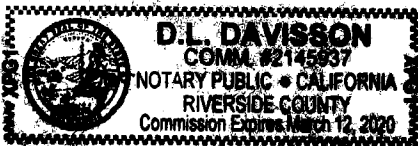
State of California)

County of RIVERSIDE)On 8/29/2018 before me, D.L. DAVISSON, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared GEORGETTE MARIE MCCORMICK
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]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: ACCESS EASEMENTDocument Date: 8/29/2018 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION

That part of Government Lot 2 in Section 8 lying Easterly of State Highway 62, all in Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion thereof conveyed to the State of Oregon by and through its State Highway Commission by deed recorded April 1, 1939 in Volume 21, page 265, Deed Records of Klamath County, Oregon

Account No.: 3507-00800-00600-000

Key No.: 219276

EXHIBIT B

1. TWP 35 RNGE 7, BLOCK SEC 8, TRACT POR LOT 2 ELY OF HWY 62, ACRES 5.00
Tax Lot: R-3507-00800-00600-000
2. TWP 35 RNGE 7, BLOCK SEC 8, TRACT POR LOT 2 ELY OF HWY 62, ACRES 14.64
Tax Lot: R-3507-00800-00600-000
3. TWP 35 RNGE 7, BLOCK SEC 8, TRACT POR, ACRES 0.30
Tax Lot: R-3507-00800-00700-000
4. TWP 35 RNGE 7, BLOCK SEC 8, TRACT LOT 1 EXCEPT E 990 FT, ACRES 5.18
Tax Lot: R-3507-00800-00200-000

EXHIBIT C

Five (5) feet on both sides of the following described centerline: Beginning at a point on the northeasterly right of way line of State Highway #62, said point being south 274.45 feet from the northwest corner of Lot 2, Section 8, Township 35 South, Range 7, East, W.M., Klamath County, Oregon; thence north 12 degrees 40 minutes 00 seconds east 126.39 feet; thence south 77 degrees 53 minutes, 20 seconds east 52.24 feet; thence south 70 degrees 7 minutes 20 seconds east 112.00 feet; thence south 86 degrees 44 minutes east 1043.48 feet; thence south 50 degrees 0 minutes east 126.79 feet, more or less, to a point on the easterly line of said Lot 2, said point being south 351.49 feet from the northeasterly corner of said Lot 2.