



10/18/2023 11:35:17 AM

Fee: \$97.00

AFTER RECORDING RETURN TO:  
PARKS & RATLIFF, PC  
620 Main Street  
Klamath Falls OR 97601

SEND TAX STATEMENTS TO:  
Kurt Denton Potter  
92622 Kobb Hill Lane  
Coos Bay, OR 97420

# **CORRECTION DEED**

## **RECITALS**

WHEREAS, on June 28, 2022, as Instrument No. 2022-007957 in Klamath County Records, the parties mistakenly set forth an incorrect legal description on said Warranty Deed conveying three distinct parcels of real property, nominated as Parcel 1, Parcel 2, and Parcel 3, when it should have been only Parcel 1; and

WHEREAS, in order to correct this mistake, the parties have together executed this Correction Deed, in order to correct the legal descriptions of the original conveyance, and intend hereby that this Correction Deed replace in its entirety and supplant the Warranty Deed previously described, *nunc pro tunc*.

## **WITNESSETH**

In and for the consideration of a settlement agreement, the parties set forth the following conveyances:

KURT DENTON POTTER, EARL J. SNELLINGS and INGRID L. SNELLINGS, Grantors, convey and specially warrant to EARL J. SNELLINGS and INGRID L. SNELLINGS, husband and wife, Grantees, the following described real property in the County of Klamath, State of Oregon, free of encumbrances created or suffered by the grantors:

### **Parcel 1**

SW1/4 of the SW1/4 of Section 25, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

KURT DENTON POTTER, EARL J. SNELLINGS and INGRID L. SNELLINGS, Grantors, convey and specially warrant to KURT DENTON POTTER, Grantee, the following described real property in the County of Klamath, State of Oregon, free of encumbrances created or suffered by the grantors:

### **Parcel 2**

W1/2 of the S1/2 of the E1/2 of the SW1/4 of Section 25, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

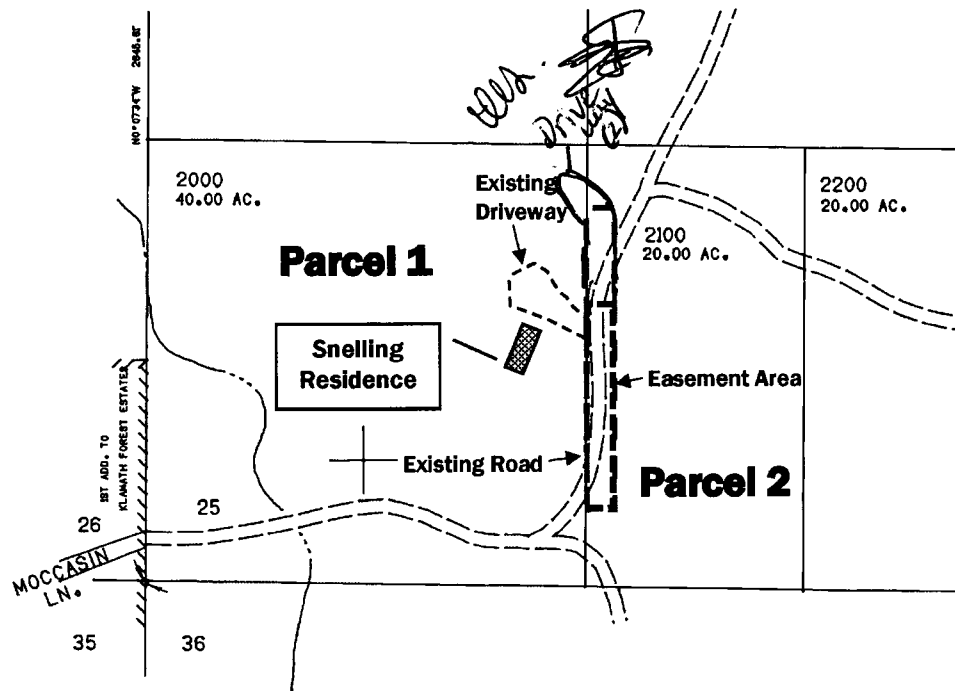
### **Parcel 3**

E1/2 of the SE1/4 of the SW1/4 of Section 25, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Further, the parties intend that the easements that were created prior to the recording of the aforementioned deed in the Klamath County Records, as Instrument No. 2022-007957, shall remain in full force and effect and run with the land in perpetuity, binding and benefiting the respective parcels and the owners thereto. Said easements are set forth and made part of the Klamath County Records as Instruments Nos. 2022-007954 (benefiting Kurt Denton Potter and Jeanne Marie Potter), 2022-007955 (benefiting Kurt Denton Potter), and 2022-007956 (benefiting Brittany A. Stephen).

In addition to the foregoing and as a new easement, for valuable consideration as part of the aforementioned settlement agreement, KURT DENTON POTTER (herein, "POTTER") hereby grants a permanent and perpetual easement for ingress and egress to EARL J. SNELLINGS and INGRID L. SNELLINGS, husband and wife (herein collectively, "SNELLINGS"), according to the following terms:

1. Location. The easement that shall be thirty-feet wide and centered on an existing road that is located on the western edge of Parcel 2, as shown on the following map:



2. Appurtenancy. This easement is appurtenant and permanently runs with the land, benefiting Parcel 1 and burdening Parcel 2.
3. Non-exclusive. This easement is non-exclusive and POTTER reserves the right to use, construct, reconstruct and maintain the road located upon the easement and may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others; however, in case of conflict, POTTER's right of use shall be dominant, provided, however, that there is no, unreasonable impact upon the rights to access, ingress and

egress granted to SNELLINGS. The provisions of ORS 105.170 through ORS 105.180 control the obligations and responsibilities set forth therein.

4. Gates. Locked gates may be installed by POTTER, provided that SNELLINGS can access the easement by way of a separate lock and shall relock the gates after passage. Travel shall be at reduced speeds to eliminate unnecessary damage to the easement and dust to adjoining land.
5. Indemnification and Assumption of Risk. SNELLINGS agrees to indemnify and defend POTTER from any loss, claim or liability to POTTER arising in any manner out of SNELLINGS' use of the easement. SNELLINGS assumes all risks arising out of their use of the easement and POTTER shall have no liability to SNELLINGS or others for any condition existing thereon not caused by an act of POTTER in violation of a legal duty, including those duties provided for or created under this instrument.

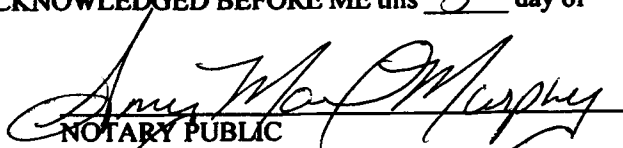
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTION 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTION 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

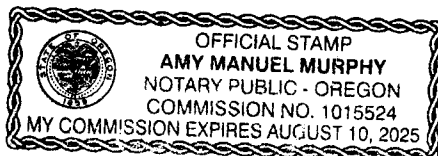
IN WITNESS WHEREOF, the grantors has executed this instrument this 5<sup>th</sup> day of August, 2023.

  
Kurt Denton Potter

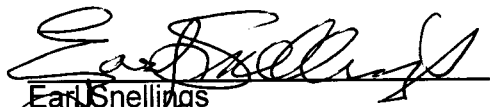
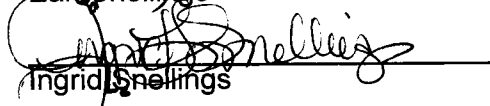
STATE OF Oregon; County of Oregon/Coos ss.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 5<sup>th</sup> day of August, 2023, by Kurt Denton Potter.

  
NOTARY PUBLIC  
My Commission expires:

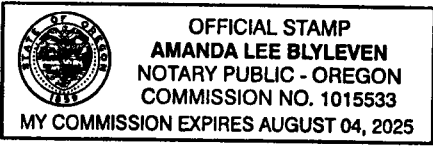


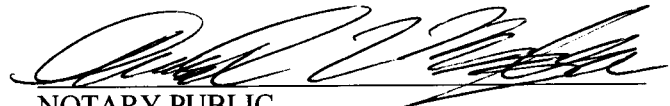
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Earl Snellings  
  
Ingrid Snellings

STATE OF Oregon; County of Klamath) ss.

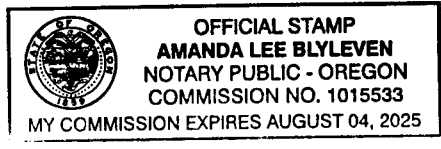
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 3 day of  
~~August~~, 2023, by Earl J. Snellings.  
*October*

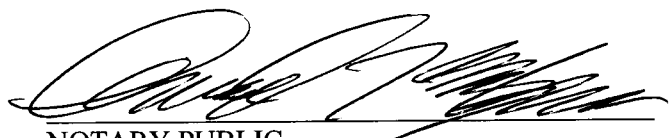


  
NOTARY PUBLIC  
My Commission expires:

STATE OF Oregon; County of Klamath) ss.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 3 day of  
~~August~~, 2023, by Ingrid L. Snellings.  
*October*



  
NOTARY PUBLIC  
My Commission expires: