

AFTER RECORDING, RETURN TO:

Wt' William M. Ganong
Attorney at Law
514 Walnut Avenue
Klamath Falls OR 97601

VIEW EASEMENT AGREEMENT

This View Easement Agreement dated October 19, 2005 is from Ore-Cal Land Development, LLC., an Oregon Limited Liability Company, herein called "Grantor," to Sue L. Breen, herein called "Grantee."

RECITALS:

A. Grantor is the owner and developer of Quail Point Estates, Tract 1432, located in the NE¼ of the NW¼ of Section 30, Township 38 South, Range 9 E., W.M., in the City of Klamath Falls, County of Klamath, State of Oregon.

B. Grantee is the owner of real property commonly known as 1005 Lake Ridge Court, Klamath Falls, Oregon 97601, more particularly described as Lot 6, of Tract 1291, Lake Ridge Park, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

C. Grantor and Grantee are parties to a suit to quiet title in the Circuit Court of the State of Oregon for the County of Klamath, Case No. 0404168 CV, wherein Grantor has requested that the court quiet Grantor's ownership of said tract from the effect, if any, of an Agreement recorded in Volume M93 at Page 33637 of the Deed Records of Klamath County, Oregon. In said lawsuit, Grantee claims the benefit of said Agreement. The parties desire to resolve the conflict between them through the execution and recording of this View Easement Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

AGREEMENT

1. Grantor hereby grants to Grantee, her successors and assigns, for the sole benefit of said Lot 6, Tract 1291, Lake Ridge Park, a View Easement across Lots 4, 5, and 6 of said Tract 1432, Quail Point Estates, as described below.

2. Grantor, its successors and assigns, shall not construct, permit, or allow the maintenance of any object on said Lots 4, 5, and 6 of said Tract 1432, Quail Point Estates, having

31v

a height greater than 4,218 feet above mean sea level, except street lights permitted by the Klamath Falls Community Development Ordinance, which shall not exceed an elevation of 4,219 feet above sea level. Said elevations are based on the USGS datum for Klamath County, Oregon. Without limiting the generality of this provision, this restriction in height shall apply to all other structures including buildings and all attachments and appurtenances thereto, radio, television, and other communication antennas and towers, trees, shrubs, and other plants, poles, and all other items of personal property, fixtures, and real property. This View Easement Agreement shall be perpetual and shall run with the land as to all property burdened and benefitted by the View Easement Agreement. The rights, covenants, and obligations of the parties contained in this View Easement Agreement shall bind, burden, and benefit each party's successors, assigns, lessees, mortgagees, and beneficiaries under Trust Deeds.

3. Notwithstanding the foregoing restrictions, Grantor may exceed said height limitation on a temporary basis as may be reasonably necessary in the construction of improvements on said Lots 4, 5, and 6.

4. Grantor reserves the right to use the surface of the easement premises for any and all purposes that do not violate the terms of this View Easement Agreement.

5. In the event of a violation or default of the terms of this View Easement Agreement by Grantor, its successors, and assigns, Grantee shall provide not less than ten (10) days' written notice specifying the breach or default. After receipt of said notice, Grantor shall thereafter have ten (10) days to abate or cure the violation of the terms of the View Easement Agreement. If Grantor fails to cure the breach or default of the View Easement Agreement, then Grantee shall be entitled to require such performance by suit for specific performance or, where appropriate, shall be entitled to enforce the terms of this agreement through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law.

6. In the event of any litigation arising under this View Easement Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney's fees at trial and on appeal, as adjudged by the trial or appellate court. Any notice required or provided pursuant to the terms of this View Easement Agreement shall be deemed received upon personal delivery to the party entitled to receive the notice or 72 hours after said notice is deposited in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the recipient at the recipient's address set forth above, or at such address as the recipient may hereafter provide in writing to the other party.

7. In consideration for the grant of the View Easement by Grantor, Grantee does hereby stipulate and agree to the entry of a General Judgment Quieting Title to Tract 1432 of and from the provisions and effect, if any, of the said Agreement recorded in Volume M93 at Page 33637

of the Deed Records of Klamath County, Oregon.

Dated and executed on the date first above written.

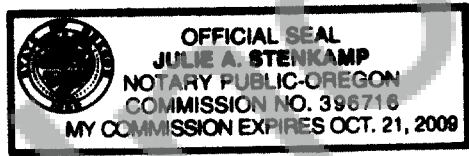
Ore-Cal Land Development, LLC., "Grantor"

By: Brandon Hayes
Its Operating Manager

Sue L. Breen
Sue L. Breen, "Grantee"

STATE OF OREGON, County of Klamath) ss.

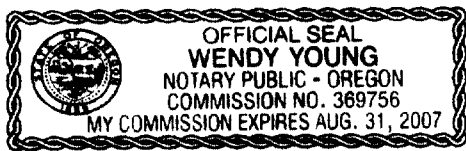
This instrument was acknowledged before me on October 26, 2005 by Brandon Hayes, Operating Manager of Ore-Cal Land Development, LLC.



Julie Stenkamp
Notary Public for Oregon
My Commission Expires: 10/21/09

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on October 21, 2005 by Sue L. Breen.



Wendy Young
Notary Public for Oregon
My Commission Expires: 8.31.2007