

MTCT8748-DS  
AFTER RECORDING, RETURN TO:  
Donald R. Crane  
37070 Highway 62  
Chiloquin, OR 97624  
SEND TAX STATEMENTS TO:  
Steven Roberts & Susan Roberts  
4729 South Sixth St.  
Klamath Falls, OR 97603

2007-016511  
Klamath County, Oregon



00031725200700165110030034

09/19/2007 11:21:20 AM

Fee: \$31.00

#### EASEMENT

GRANTOR: Steven L. Roberts & Susan Roberts, as Tenants by the Entirety  
4729 South Sixth St.  
Klamath Falls, OR 97603

GRANTEE: Klamath Cascade Group, LLC  
2618 Westgate Drive  
Klamath Falls, OR 97603

Grantor, for good and valuable consideration, grants and conveys to Grantee a perpetual easement and right-of-way 65 feet in width on, over, across, and under that portion of the roadway access easement described in Exhibit "A", attached hereto and incorporated herein lying within the real property described as Parcel 3 of Land Partition 40-04, said Land Partition being a partition of Parcel 3 of Land Partition 20-99 Land Partition 20-99 being a partition of Parcel 2 of Land Partition 11-92 and a portion of SW1/4 SE1/4 of Section 6, all in Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

This easement and right-of-way shall be appurtenant to and for the benefit of the real property described as Parcel 1 of Klamath County, Oregon Land Partition No. 26-94 (the "benefited property").

This easement and right-of-way may be used for vehicular and pedestrian ingress and egress purposes and for the location and relocation of utilities and services intended for the benefited land described above. Each party acknowledges and agrees that the owner of the benefited property holds its land for development purposes and intends to divide, subdivide, and sell lots and parcels of its land. This easement shall be for the benefit of and appurtenant to each partition and subdivision of the benefited land. If Klamath County or some other municipality shall indicate a willingness to construct or maintain a roadway on or over the land within the described easement, Grantors, or their successors in interest, shall convey to the municipality all or any portion of land within the described easement required by the municipality as a condition of accepting the roadway as a public right of way. No party's rights hereunder shall lapse in the event of that party's failure to use the easement and right of way granted hereby on a continuous basis.

3/AMT

Any of the parties hereto and the owners of the benefited property, at any time, may construct, reconstruct; maintain; and improve a roadway and such utilities and services as such party may desire for the purposes described above. However, no other party shall be obligated to join in such development and shall not be liable for the cost of any such development unless otherwise agreed in writing.

The cost of periodic maintenance and necessary repairs to the roadway and other improvements hereafter constructed on the easement and right of way shall be borne exclusively by the party or parties whose land is actively benefiting from said improvements on a pro rata basis.

In the event of any litigation arising under this agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney's fees at arbitration, trial, or on appeal, as adjudged by the appropriate arbitrator, trial or appellate court.

The easement created and granted hereunder shall run with the land as to all property burdened and benefited by such easement, including any division or partition of such property. The rights, covenants, and obligations contained in this agreement shall bind, burden, and benefit each party's successors and assigns, lessees, mortgagees, and beneficiaries under Deeds of Trust.

WITNESS the hands of the parties as of the date first herein set forth.

Steven L. Roberts  
Steven L. Roberts

Susan Roberts  
Susan Roberts

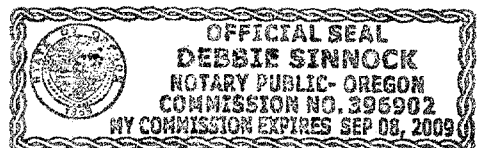
STATE OF OREGON, County of Klamath) ss

This instrument was acknowledged before me on 9-18-, 2007 by Steven L. Roberts & Susan Roberts.

Debbie Sinnock  
Notary Public for Oregon, My Commission Expires: 9-8-09

Klamath Cascade Group, LLC

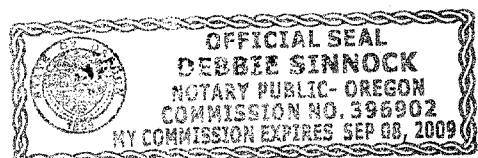
By: Robert A. Stewart *may*  
Member



STATE OF OREGON, County of Klamath) ss

Personally appeared before me this 2nd day of July, 2007, Robert A. Stewart who, being duly sworn, did say that he/she is a member of Klamath Cascade Group LLC, and that said instrument was signed and sealed all behalf of said Limited Liability Company; and he/she acknowledged said instrument to be his/her voluntary act and deed.

Debbie Sinnock  
Notary Public for Oregon, My Commission Expires: 9-8-09



## EXHIBIT "A"

### DESCRIPTION FOR A ROADWAY ACCESS EASEMENT

A sixtyfive (65) foot wide roadway easement, for the purpose of ingress and egress, over and across Parcel 2 and 3 of Land Partition No. 40-04, situated in the SE1/4 SW1/4 of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, said easement being more particularly described as follows:

Beginning at the southwest corner of Parcel 2 of Major Land Partition No. 40-04; thence N.21 ° 11' 11 "E., 23.93 feet to the northwest corner of said Parcel 2; thence northeasterly along the northwest line of said Parcel 2, said line being the arc of a 199.99 foot radius curve to the left, an arc distance of 37.71 feet (chord of said curve bears N.78°16'47"E. a distance of 37.65 feet); thence N.74°13'04"E. a distance of 48.91 feet to the beginning of a non-tangent curve to the right, having a radius of 748.15 feet; thence northeasterly, along the arc of said curve, distance of 184.10 feet to the most northerly corner of said Parcel 2 (chord of said curve bears N.80°26'27"E. a distance of 183.64 feet); thence S.60°32'47"E. a distance of 45.40 feet to the northeast corner of said Parcel 2; thence continuing S.60°32'47"E. a distance of 98.02 feet to a point on the northeasterly line of said Parcel 3; thence southwesterly a distance of 290.89 feet along the arc of a 683.15 foot radius curve to the left, (chord of said curve bears S.85°33'05"W. a distance of 288.70 feet); thence S.74°13'04"W. a distance of 50.53 feet to a point on the southwest line of said Parcel 2; thence northwesterly a distance of 70.43 feet along the arc of a 300.00 foot radius curve to the left, (chord of said curve bears N.62°05'17"W. a distance of 70.27 feet) to the Point of Beginning. Containing 0.47 acres more or less.