

AFTER RECORDING, RETURN TO:
William M. Ganong
Attorney at Law
514 Walnut Avenue
Klamath Falls OR 97601

2007-018865
Klamath County, Oregon



11/05/2007 09:22:05 AM

Fee: \$41.00

SEND TAX STATEMENTS TO:
HMR, Inc.
c/o A. Darrel Rusth
2316 South Sixth Street, Suite A
Klamath Falls OR 97601

EASEMENT

DATED: October 17, 2007

GRANTOR: Klamath Cascade Group LLC
2960 Maywood Drive, Suite 7
Klamath Falls OR 97603

GRANTEE: HMR, Inc.
2316 South Sixth Street
Klamath Falls OR 97601

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 the real property described on Exhibit A, which is attached hereto and incorporated herein by this reference, parallel to and adjoining the southerly boundary of the existing easement and right-of-way described in the easement recorded in Volume M04 at Page 14108 of the records of the Clerk of Klamath County, Oregon.

It is the intent of the Grantor and Grantee that this easement and right-of-way enlarge the existing easement from Markgraf Lane to Grantee's land, which is more particularly described as Parcel No. 1 of Klamath County, Oregon Land Partition No. 26-94.

This easement and right-of-way shall be appurtenant to and for the benefit of the real property described above.

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 benefit of the land of the parties described above. Each party acknowledges and agrees that each of the parties to this agreement hold their land for development purposes and intend to divide, subdivide, and sell lots and parcels of their land. This easement shall be for the benefit of and appurtenant to each partition and subdivision of the land of the parties hereto. 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.

Any of the parties hereto, at any time, may construct, reconstruct, maintain, and improve

EASEMENT

a roadway and such utilities and services as such party may desire for the purposes described above. However, no other party to this agreement 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.

No party making improvements pursuant to this agreement shall be obligated to any other party to design, engineer, or construct such improvements with capacity to meet the needs of the land of the other parties to this agreement.

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 benefitting from said improvements on a pro rata basis.

Each party shall pay when due all real property taxes, assessments, and other charges against the land to which each party holds fee title and which is part of this easement. There shall be no right of contribution from any other party for such expense.

If a party is requested or required by an appropriate governmental jurisdiction to dedicate a right of way for public use, each party shall promptly execute and deliver to such jurisdiction a deed conveying its respective interest in the right of way for such purposes.

Each party shall and does hereby agree to indemnify and hold each of the other parties harmless from any damages or claims of damages relating to all activities, conditions, operations, and usages on or about the easement by the party and the party's successors in interest.

In the event that any party to this agreement shall fail to perform its obligations under this agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law.

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.

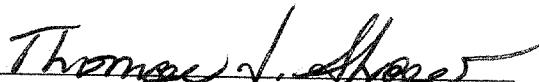
The easement created and granted hereunder shall run with the land as to all property burdened and benefitted by such easement, including any division or partition of such property. The rights, covenants, and obligations contained in this agreement shall bind, burden, and benefit each party's successors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

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

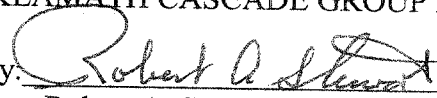
HMR, INC.

KLAMATH CASCADE GROUP LLC

By:

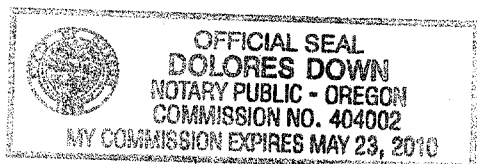

Thomas J. Shaw, President

By:


Robert A. Stewart, Sr., Operating Manager

STATE OF OREGON, County of Klamath) ss.

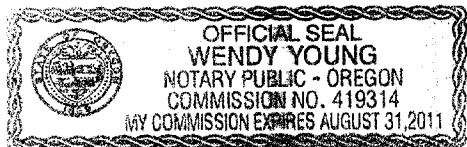
Personally appeared before me this 10th day of October, 2007, Robert A. Stewart, Sr., who, being duly sworn, did say that he is the Operating Manager of Klamath Cascade Group LLC, and that said instrument was signed and sealed on behalf of said Limited Liability Company; and he acknowledged said instrument to be his voluntary act and deed.



Dolores Down
Notary Public for Oregon
My Commission Expires: 5.23.2010

STATE OF OREGON, County of Klamath) ss.

Personally appeared before me this 17th day of October, 2007, Thomas J. Shaw, who, being duly sworn, did say that he is the President of HMR, Inc., and that said instrument was signed and sealed on behalf of said corporation; and he acknowledged said instrument to be his voluntary act and deed.



Wendy Young
Notary Public for Oregon
My Commission Expires: 8.31.2011

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.

SKETCH OF ROADWAY EASEMENT
ACROSS PARCEL 2 AND PARCEL 3
OF LAND PARTITION NO. 40-04

