

Return to: Sandy Williams
64682 Coop Ave. #99
Bend, OR 97702

2008-016369

Klamath County, Oregon



00057391200800163690110117

12/11/2008 08:21:49 AM

Fee: \$71.00

After recording return to:

Ball Janik, LLP
15 SW Colorado, Suite 3
Bend, Oregon 97702
Attn: Steve Hultberg

This Space Reserved for Recorder's Use

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the ____ day of April, 2008, by and between HOOKER CREEK LAND COMPANY, LLC, an Oregon limited liability company ("Hooker Creek"), VIRGIN ENTERPRISES, LLC an Oregon limited liability company ("Virgin") and JOHN K. WILLIAMS ("Williams").

RECITALS

- A. Virgin is the owner of that certain property located in Klamath County, Oregon more particularly described on **Exhibit A** and **Exhibit C** and depicted on **Exhibit B** and **Exhibit D** (the "Virgin Property").
- B. Hooker Creek is the owner of that certain property located in Klamath County, Oregon more particularly described on **Exhibit E** (the "Hooker Creek Property").
- C. Williams is the owner of that certain property in Klamath County, Oregon more particularly described on **Exhibit F** (the "Williams Property").
- D. Reference is made to that certain Access Easement Agreement dated April 18, 2006 and recorded at 2007-007867 in the real property records of Klamath County, Oregon (the "Original Easement").
- E. Under the Original Easement, Virgin granted an easement to Hooker Creek to cross portions of the Virgin Property, as more particularly set forth in the Original Easement.
- F. Pursuant to an easement set forth on Major Partition Plat 17-87 (the "Plat"), Klamath County, Oregon, Williams has the right to utilize portions of the Hooker Creek Property for access purposes, as more particularly described in the Plat.
- G. The purpose of this Easement is to grant Williams an access easement over portions of the Hooker Creek Property and the Virgin Property to allow Williams to access Highway 97.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Easement No 1. Virgin hereby grants to Williams, its successors and assigns, an irrevocable, non-exclusive, perpetual thirty foot (30') wide easement for vehicular and pedestrian access, over and across the Virgin Property in the area more particularly described on **Exhibit A**, and more particularly depicted on **Exhibit B** ("Easement No. 1"). The purpose of Easement No. 1 is to provide ingress and egress to and from the Hooker Creek Property to the right-of-way of Michael Road, as such right-of-way may be modified or relocated in the future. Should the Michael Road right-of-way ever be relocated, Easement No. 1 shall automatically be modified such that there is direct access from the Hooker Creek property to the Michael Road right-of-way, and the parties hereto shall, upon the request of a party hereto, record an amendment to this Agreement to acknowledge the new location of Easement No. 1.

2. Easement No. 2. Virgin hereby grants to Williams, its successors and assigns, an irrevocable, non-exclusive, perpetual thirty-foot (30') easement for vehicular and pedestrian access, over and across the Virgin Property in the area more particularly described on **Exhibit C**, and more particularly depicted on **Exhibit D** ("Easement No. 2"). The purpose of Easement No. 2 is to provide ingress and egress from the terminus of the Easement No. 1 to the Highway 97 right-of-way along the right-of-way of Michael Road, as such right-of-way may be modified or relocated in the future. Should the Michael Road right-of-way ever be relocated to a different location on the Virgin Property, Easement No. 2 shall automatically be modified such that there is direct access from the terminus of Easement No. 1 to Highway 97, and the parties hereto shall, upon the request of a party hereto, record an amendment to this Agreement to acknowledge the new location of Easement No. 2.

3. Hooker Creek Easement. Hooker Creek hereby grants to Williams, its successors and assigns, an irrevocable, non-exclusive, perpetual thirty-foot (30') wide easement along western property line of Parcel 1, Major Land Partition No. 17-87, as filed in the Klamath County Clerk's Office, the for vehicular and pedestrian access. The purpose of the Hooker Creek Easement is to provide ingress and egress to and from the Williams Property, over and across the Hooker Creek Property to the beginning point of Easement No. 1, as the location of Easement No. 1 may be modified or relocated in the future. Should the Easement No. 1 ever be relocated, then the Hooker Creek Easement shall automatically be modified such that there is direct access from the Williams Property, over and across the Hooker Creek property to the Michael Road right-of-way, and the parties hereto shall, upon the request of a party hereto, record an amendment to this Agreement to acknowledge the new location of the Hooker Creek Easement.

4. No Representations. Although Michael Road is located on the Virgin Property and has been traditionally used to access Highway 97, neither Virgin nor Hooker Creek makes any representations or warranties regarding the ability of Williams or any other party to utilize the approach at the intersection of Highway 97 and Michael Road for legal access to Highway

97. To the extent that Michael Road becomes a public right-of-way and provides legal access to Highway 97, and Williams is permitted to access such right-of-way from the terminus of Easement No. 1, then this Easement No. 2 shall terminate upon such dedication. Easement No. 1 set forth in Section 1 above shall remain effective according to its terms and conditions notwithstanding any termination of Easement No. 2.

5. Construction and Maintenance of Easement No. 1. Under the Original Easement Hooker Creek is responsible for maintenance of Easement No. 1, as more particularly described in the Original Easement. Hooker Creek shall remain responsible for the maintenance of Easement 1 pursuant to the Original Easement, however, as between Hooker Creek and Williams, the costs of such maintenance shall be shared by Hooker Creek and Williams in proportion to their respective use of Easement No. 1, as set forth in ORS 105.175(3).

6. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create benefits and servitudes running with the land and shall bind and inure to the benefit of the owners Hooker Creek Property, the Williams Property and the Virgin Property, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

7. Modification and Cancellation. This Agreement (including exhibits) may be modified or canceled only by written agreement signed by Virgin, Williams and Hooker Creek, or their respective successors-in-interest.

8. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms and provisions hereof.

9. Entire Agreement/Severability. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document. Invalidity of any provision of this Agreement, in whole or in part, or of any application of a provision of this Agreement, by judgment or court order shall in no way affect other provisions or applications.

[Remainder of this page left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first written above.

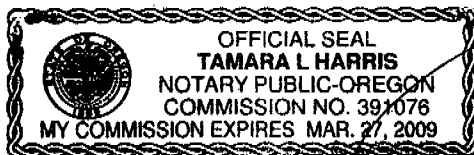
HOOKEE CREEK LAND COMPANY, LLC,
an Oregon limited liability company

By: [Signature]
Name: Scott Carlson
Title: Administrator

State of Oregon)
County of Deschutes)ss.

The foregoing instrument was acknowledged before me this 4th day of Nov 2008, by Scott Carlson, the Administrator of Hooker Creek Land Company, LLC, on behalf of the limited liability company.

(Seal and Expiration Date)



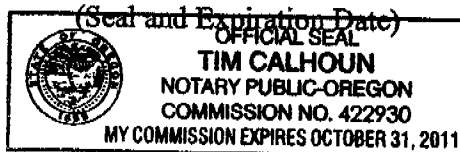
Tamara L. Harris
Notary Public

VIRGIN ENTERPRISES, LLC,
an Oregon limited liability company

By: Joan M. Virgin
Name: Joan M Virgin
Title: President

State of Oregon)
County of Lane)ss.
)

The foregoing instrument was acknowledged before me this 2nd day of July, 2008,
by Joan Virgin, the President of Virgin Enterprises, LLC, on behalf of the
limited liability company.



[Signature]
Notary Public

JOHN K. WILLIAMS

[Signature]

State of OREGON)
County of DESCHUTES)ss.
)

The foregoing instrument was acknowledged before me this 26th day of June, 2008,
by John K. Williams.

(Seal and Expiration Date)



[Signature]
Notary Public

EXHIBIT F
Williams Legal Description

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, also known as PARCEL 3 of MAJOR LAND PARTITION 17-87 as filed in the Klamath County Clerk's Office, situated in the SE $\frac{1}{4}$ of Section 18 and the SW $\frac{1}{4}$ of Section 17, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.



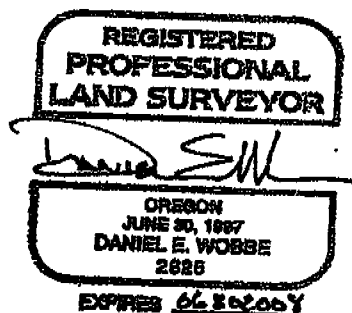
920 SW Emkay, Suite C100
Bend, Oregon 97702-1041
541.388.4255
Fax 541.388.4229

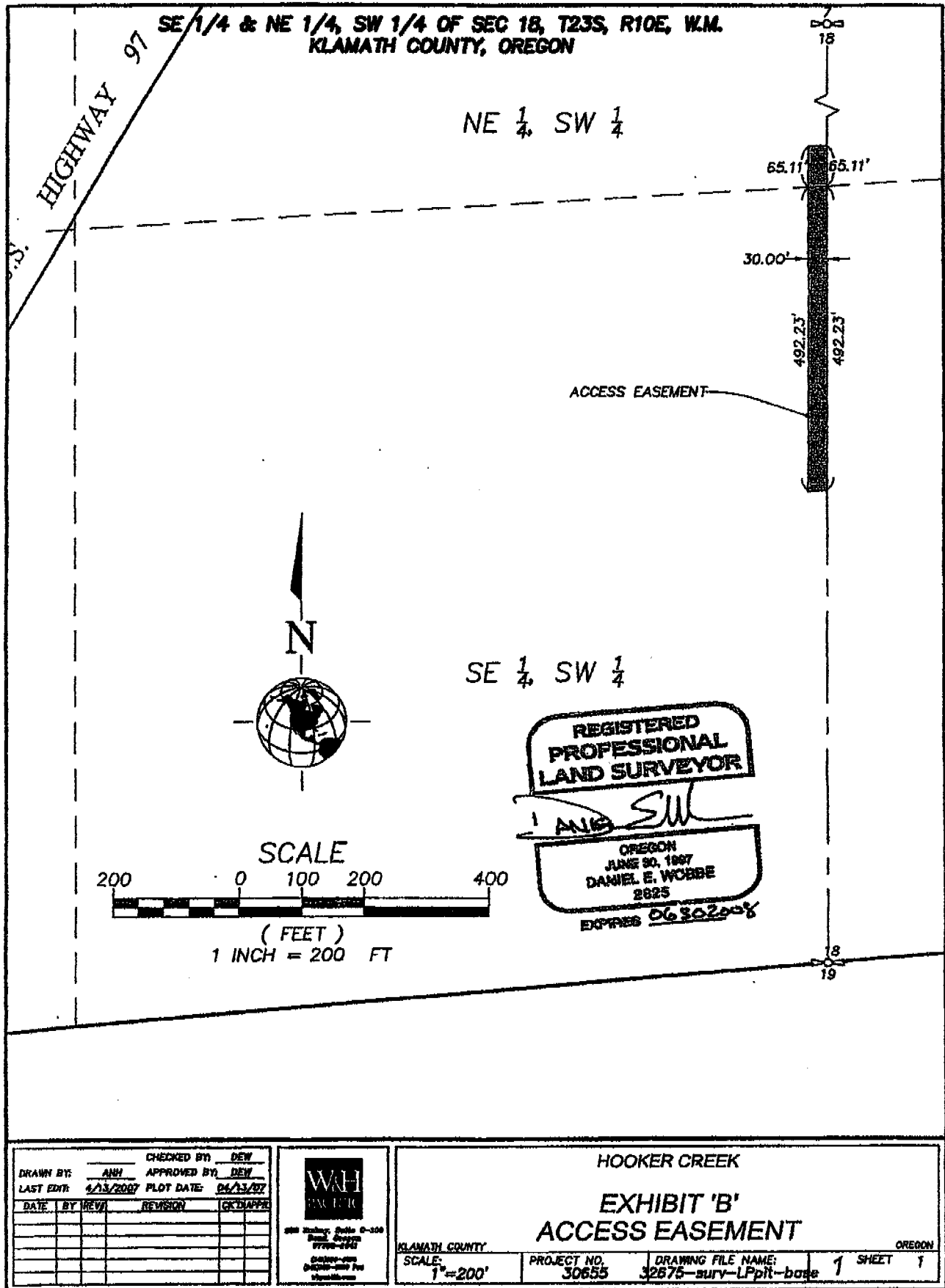
EXHIBIT "A"
ACCESS EASEMENT

A 30.00 FOOT STRIP OF LAND LOCATED IN THE SE $\frac{1}{4}$ AND THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 23 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 30.00 FEET OF THE NORTHERLY 492.23 FEET OF SAID SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 18 AND THE EASTERLY 30.00 FEET OF THE SOUTHERLY 65.11 FEET OF SAID NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 18.

THIS DESCRIPTION CONTAINS 16,720 SQUARE FEET, MORE OR LESS.







920 SW Emkay, Suite C100
Bend, Oregon 97702-1041
541.388.4255
Fax 541.388.4229

EXHIBIT "C"
NON-EXCLUSIVE ACCESS EASEMENT

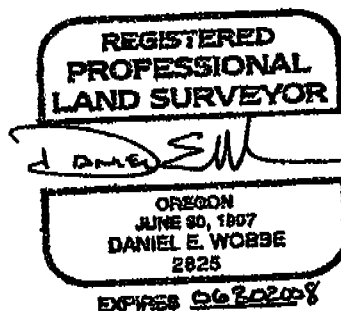
A 30.00 FOOT STRIP OF LAND LOCATED IN THE SE ¼ OF THE SW ¼ AND THE SW ¼ OF THE SW ¼ OF SECTION 18, TOWNSHIP 23 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING 15.00 FEET EACH SIDE, WHEN MEASURES AT RIGHT ANGLES, TO THE FOLLOWING DESCRIBED CENTERLINE:

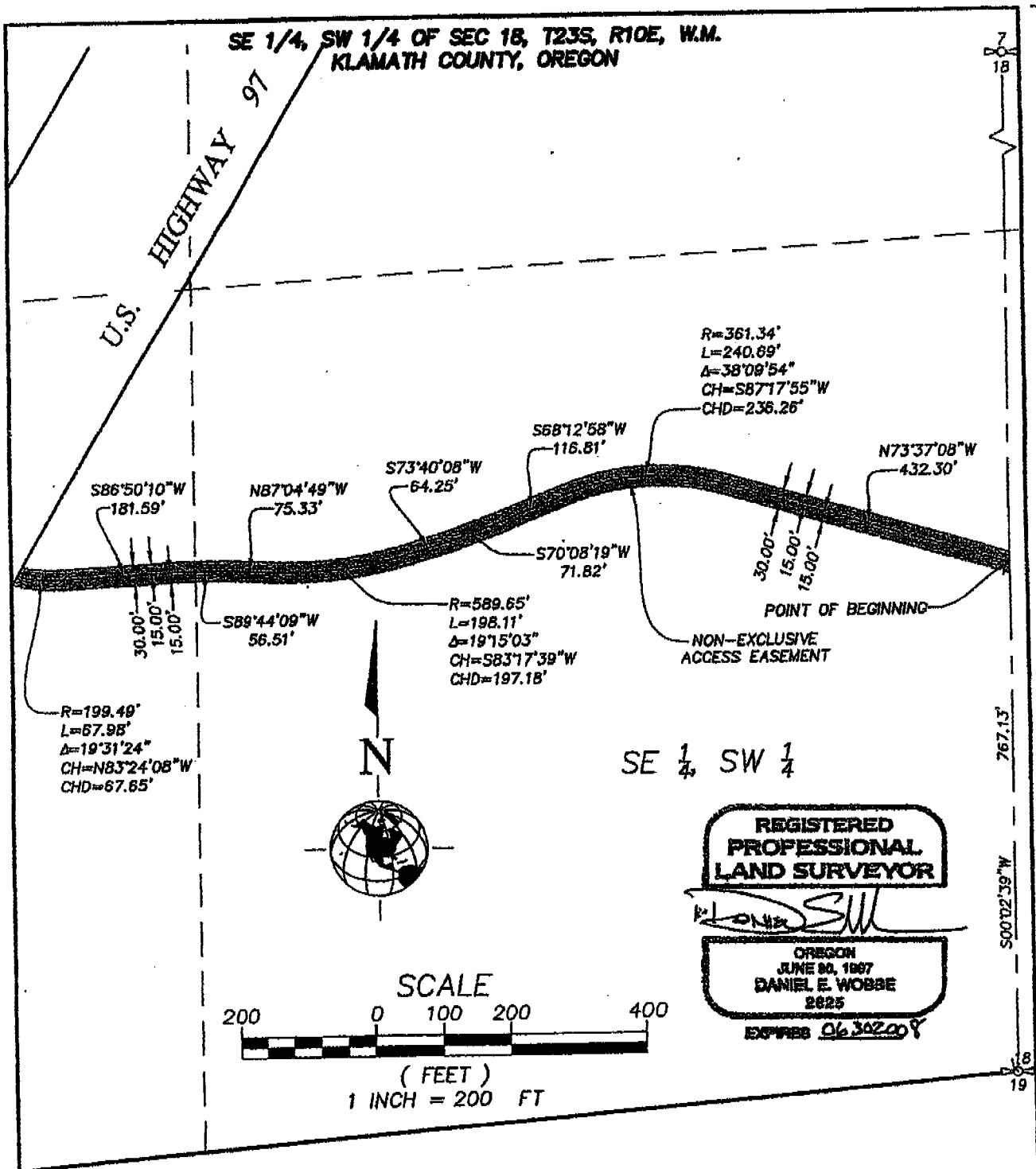
BEGINNING FROM A POINT ON THE EAST LINE OF SAID SE ¼ OF THE SW ¼ OF SECTION 18, WHICH BEARS N00°02'39"E, 767.13 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 18; THENCE LEAVING SAID EAST LINE N73°37'08"W, 432.30 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 361.34 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 240.69 FEET, THROUGH A CENTRAL ANGLE OF 38°09'54" (THE CHORD OF WHICH BEARS S87°17'55"W, 236.26 FEET) TO A POINT OF TANGENCY; THENCE S68°12'58"W, 116.81 FEET; THENCE S70°08'19"W, 71.82 FEET; THENCE S73°40'08"W, 64.25 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 589.65 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 198.11 FEET, THROUGH A CENTRAL ANGLE OF 19°15'03" (THE CHORD OF WHICH BEARS S83°17'39"W, 197.18 FEET) TO A POINT OF TANGENCY; THENCE N87°04'49"W, 75.33 FEET; THENCE S89°44'09"W, 56.51 FEET; THENCE S86°50'10"W, 181.59 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 199.49 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 67.98 FEET, THROUGH A CENTRAL ANGLE OF 19°31'24" (THE CHORD OF WHICH BEARS N83°24'08"W, 67.65 FEET) MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 97.

Lines should be either lengthened or shortened to meet the said east line of SE ¼ of the SW ¼ of section 18 and the easterly right-of-way of U.S. Highway 97.

THIS DESCRIPTION CONTAINS 1.04 ACRES, MORE OR LESS.

HEREIN BEARINGS ARE BASED UPON COUNTY SURVEY CS1757, KLAMATH COUNTY SURVEYOR'S RECORDS.





DRAWN BY: ANH		CHECKED BY: DEV	
LAST EDIT: 4/13/2007		APPROVED BY: DEV	
PLOT DATE: 04/13/07			
DATE	BY	REVISION	OK DATE



HOOVER CREEK

EXHIBIT 'B'

ACCESS EASEMENT

KLAMATH COUNTY

SCALE: 1"=200'

PROJECT NO. 30655

DRAWING FILE NAME: 32675-survey-LPpt-base

1 SHEET 1

OREGON

EXHIBIT E

PARCEL 1:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, also known as Parcel 1 of Major Land Partition No. 17-87 as filed in the Klamath County Clerk's Office.

PARCEL 2:

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, also known as PARCEL 2 of MAJOR LAND PARTITION 17-87 as filed in the Klamath County Clerk's Office.