



04/27/2009 02:45:32 PM

Fee: \$46.00

After recording return to:
Reed O'Ryan
PO Box 934
LaPine, OR 97739

EASEMENT

1st 2009

This easement entered into by and between James Reed O'Ryan (hereinafter referred to as O'Ryan); and The Parties Named in Exhibit "A" Attached Hereto (hereinafter referred to as Mahn's Acres Owners);

WITNESSETH

Whereas, O'Ryan is the owner of certain real property described on Exhibit B attached hereto and incorporated by reference as though set forth herein; and

Whereas, Mahn's Acres Owners is the owner of certain real property described on Exhibit B attached hereto and incorporated by reference as though set forth herein; and

Whereas, O'Ryan and Mahn's Acres Owners have entered into an agreement for the conveyance of an easement;

Now therefore and in consideration of value given and received, the parties agree as follows:

1. The purpose of the easement shall be ingress and egress.
2. The easement shall be non-exclusive.
3. The parties shall maintain the easement (jointly in accordance with the terms of ORS 105.170 et seq/specify other terms).
4. See Exhibit C Attached Hereto

(SIGNATURES ON FOLLOWING PAGE)

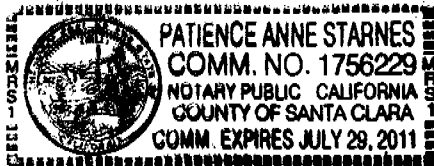
F44-

Dated this ___ day April of 2009.

James Reed O'Ryan
James Reed O'Ryan

County of Santa Clara
State of California)

Subscribed and sworn to before me this 24 day of April 2009.



Patience Anne Starnes
Notary Public for the State of California
My commission expires: 7/29/2011

EXHIBIT "A"

<u>GRANTEE</u>	<u>Legal Description Mahn's Acres</u>
James Reed O'Ryan and Irene M. O'Ryan as Co-Trustees of the O'Ryan 1992 Living Trust	Lot 1, Block 1
Robert L. O'Ryan and Mary L. O'Ryan	Lot 2, Block 1
Robert L. O'Ryan Trustee of the Robert O'Ryan Trust dated January 26, 2007	Lot 1, Block 2 Lot 2, Block 2
Peter Duane Pressnall, Trustee and Lisa Ann Pressnall, Trustee of the Pressnall Family Trust of 1994	Lot 3, Block 1
Leroy Attridge	Lot 4, Block 1
Kevin E. Craddock	Lot 5, Block 1
Randall J. Swibies	North 75 feet of Lot 6, Block 1
Randall James Swibies	Lot 3, Block 2 Lot 4, Block 2 Lot 5, Block 2
Frank D. Gates and Karen Gates	South 75 Feet of Lot 6, Block 1
Wayne D. Dailey and Kiyoka Dailey, an undivided 50% interest, and Virginia D. Hilliker, Trustee of the Virginia D. Hilliker Living Trust dated October 7, 2005, an undivided 50% interest	Lot 7, Block 1 Lot 8, Block 1 Lot 9, Block 1
Anthony M. Vacca and Marguerite Vacca, Trustees of the Vacca Family Trust	Lot 6, Block 2 Lot 2, Block 3
Kevin O'Ryan	Lot 7, Block 2 Lot 9, Block 3
Gerald R. Clark	Lot 8, Block 2
Reed M. O'Ryan	Lot 3, Block 3
Reed O'Ryan	Lot 9 Block 2 Lot 10, Block 2 Lot 1, Block 3 Lot 4, Block 3 Lot 5, Block 3 Lot 7, Block 3
Stephen B. Reichert and Anna M. Reichert	Lot 11, Block 2 Lot 12, Block 2
Barbara Hafer	Lot 6, Block 3
Jerry L. Drake and Pamela J. Drake	Lot 8, Block 3
Leslie A. Smith and Thomas E. Smith	Lot 10, Block 3
David Richard Swan	Lot 11, Block 3

EXHIBIT B

Real property in the County of Klamath, State of Oregon described as follows:

The Southeast one-quarter of the Southwest one-quarter of Section eleven (11), Township Twenty-Three (23) South, Range Nine (9) East of the Willamette Meridian.

EXHIBIT C

The rights granted herein shall be subject to the following terms and conditions:

1. No modification of any kind shall be made to the easement or to the road which runs over it without the express permission of grantor, including, but not limited to, the cutting of trees and the grading of the road.
2. Grantor reserves to itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and recross said easement, EXCEPT that such use by Grantor will not unreasonably interfere with the rights granted herein to Grantee.
3. Grantor reserves the right to grant further rights hereon to third parties, upon such terms it chooses, provided that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonable interfere with the rights granted herein.
4. Grantor reserves the right to relocate the roadway at any time and in the case of any such relocation shall reconstruct the roadway at the new location selected by Grantor. If the roadway is relocated by Grantor, Grantor may record an instrument indicating the general or specific location of the roadway, and such instrument shall serve to amend this easement and eliminate any rights of Grantee in the original roadway. Such amendment of the location of the roadway shall be effective whether or not signed by Grantee.
5. Grantee, by accepting this easement, agrees that he, his successors and assigns, shall indemnify, save and hold harmless, and defend the Grantor from every charge, cost, damage, expense, loss, claim or liability of any kind or nature arising or growing out of this agreement, or out of the use and occupancy hereunder, or use and occupancy of same by any employee, contractor, guest or invitee in any manner or out of the exercise of any rights granted by this easement. Each party hereto and their permittees or invitees shall assume all risk arising out of its use of the easement. Grantor shall have no liability for any condition existing thereon.
6. Grantee shall not petition, permit or do anything which may cuase or lead to the conversion of this private road to a public way.
7. Grantor may terminate this easement, in the future, in the event that alternate access is obtained by the dominant tenement owners of those properties located within Mahn's Acres Subdivision.

The terms, conditions and covenants herein shall extend to and be binding upon and inure to the benefit of the heirs, devisees, administrators, executors and successors and assigns of the parties hereto.

EXHIBIT D

The center line of this easement is described as follows:

Beginning at a point on the West line of the Southeast one-quarter of the Southwest one-quarter of Section 11, Township 23 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, which point of beginning is the terminus of the center line of that certain Easement granted by Cascade Timberlands (Oregon) LLC, a Delaware limited liability company, as Grantor, dated the 29th day of August, 2006, and also dated the 14th day of September 2006, and recorded September 1, 2006 as 2006-017659; recorded September 20, 2006 as 2006-018853; and recorded October 8, 2006 as 2006-020132 in Deed records of Klamath County, Oregon, said point also being approximately 330 feet North of the 1/16 corner of the Southwest one-quarter of the Southwest one-quarter of said Section 11; thence Southeasterly along the existing road to a point on the South boundary of the Southeast one-quarter of the Southwest one-quarter of Section 11 to a point where it intersects with the intersection of Cryder Lane and Tigard Street as platted on the official plat of Mahn's Acres Subdivision, Klamath County, Oregon,