

MC 9686704

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2013-008773

Klamath County, Oregon

08/02/2013 09:51:06 AM

Fee: \$47.00

RLF Klamath Properties, LLC
619 N. Cascade Ave. Suite 200
Colorado Springs, CO 80903

EASEMENT

This Easement is made effective as of July 25th, 2013, by **RLF Klamath Properties, LLC**, a Colorado limited liability company ("Grantor"), and **Rick S. Herson and Julia Herson, Trustees of the Herson Living Trust UTD 09/22/2011** "Grantee".

1. Property Descriptions. Grantor is the owner of the tract of real property described as follows:

A. SW1/4 of Section 23, Township 37 South, Range 14 East, of the Willamette Meridian Klamath County, Oregon ("Burdened Property").

Grantee is the owner of the tract of real property described as follows:

B. SE1/4 NE1/4 and E1/2 SE1/4 of Section 23 and NE1/4 NE1/4 of Section 26 all of Township 37 South, Range 14 East, of the Willamette Meridian Klamath County, Oregon ("Benefited Property").

2. Easements; Purpose. Grantor hereby grants to Grantee a non-exclusive easement for ingress and egress over the Burdened Property for the benefit of the Benefited Property, twenty feet (20') in width in and across ten (10) feet on either side of the centerline of the existing road which is approximately shown on the map attached as Exhibit A (the "Easement Area"). The said easement begins in the northwest 1/4 of the Burdened Property at the junction of NF-3752 and extends approximately 0.41 miles southeast to the eastern border of the Burdened Property.

3. "As-Is Condition"; No Warranty. The Easement is subject to any restrictions, reservations, leases, easements, rights-of-way or any other matters now affecting the Easement Area and the Burdened Property.

4. No Interference. No owner of any portion of the Burdened Property or the Benefited Property shall obstruct access to, through or across the Easement Area. The owner of the Burdened Property shall have the right to construct a fence around the exterior of its property (the Burdened Property), provided such owner shall install a gate, cattleguard or other means of access at the intersection of the fence and the Easement Area.

47.00 Amt

5. Miscellaneous.

(a) The term of this Easement shall be perpetual. This Easement shall inure to the benefit of and be binding upon the owner of the Benefited Property and the owner of the Burdened Property, and shall run with the Benefited Property and the Burdened Property.

(b) Failure of any party to exercise any of the rights hereunder shall not constitute a waiver thereof.

(c) This Easement is subject to and is governed by the laws of the State of Oregon. Enforcement of this Easement agreement may be by legal proceedings, either to restrain or enjoin any violation, obtain specific performance, or recover damages. If any action is brought arising from or relating to this Easement, the prevailing party shall be entitled to recover reasonable attorneys' fees and its actual costs, including expert witness costs, from the non-prevailing party.

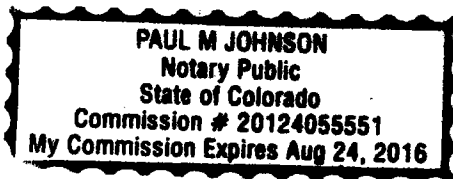
(d) Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and mailed by registered or certified mail (return receipt requested and with postage prepaid), delivered by hand delivery or sent by overnight delivery service, addressed to the other party at such party's address shown in the public records of Klamath County. Either party may change their address by notice to the other party as set forth herein.

RLF Klamath Properties, LLC
a Colorado limited liability company

By: B. Joseph Lemmer
Title: Authorized Rep

STATE OF COLORADO)
) SS.
COUNTY OF EL PASO)

On this 25th day of July, 2013, personally appeared before me, a Notary Public, PAUL JOHNSON, known or proved to me to be said person, who acknowledged that B. Joseph Lemmer executed the foregoing instrument.



Paul Johnson
NOTARY PUBLIC
Commission Expires: 8/24/2016

The Herson Living Trust UTD 09/22/2011

By: [Signature]
Rick S. Herson, Trustee

By: [Signature]
Julia Herson, Trustee

STATE OF [OREGON])
) SS.
COUNTY OF [Lane])

On this 26 day of July, 2013, personally appeared before me, a Notary Public, **Rick S. Herson and Julia Herson, Trustees of the Herson Living Trust UTD 09/22/2011**, known or proved to me to be said person, who acknowledged that they executed the foregoing instrument.

[Signature]
NOTARY PUBLIC
Commission Expires: 9-11-13

