

MT 100117 Q4

When recorded return to:
Klamath Falls Partners, LLC
270 St. Paul Street, Suite 300
Denver, CO 80206

2014-002416

Klamath County, Oregon

03/21/2014 11:16:50 AM

Fee: \$67.00

Temporary Access Easement Agreement

This Temporary Access Easement Agreement, dated March 20, 2014 ("Agreement"), is by and between **Klamath Falls Partners, LLC**, a Colorado limited liability company ("Grantor"), and **Caledonia Properties, LLC**, an Oregon limited liability company ("Grantee").

WHEREAS, Grantor is the owner of that certain real property located in Klamath County, Oregon, legally described on **Exhibit A** attached hereto ("Grantor's Property").

WHEREAS, Grantee is the owner of that certain real property described located in Klamath County, Oregon, described on **Exhibit B** attached hereto ("Grantee's Property").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Easement. Grantor hereby grants to Grantee a temporary, non-exclusive easement (the "Easement") for ingress and egress, over and across that portion of the Grantor's Property described and depicted in **Exhibit C** attached hereto (the "Easement Area") to provide legal access to and from Grantee's Property over the Easement Area during the Term (defined below).
2. Term. The term of the Easement shall be for a period of two (2) years from the date of this Agreement.
3. Conditions. It is understood and agreed upon between Grantor and Grantee that the Easement Area is and shall remain as a private right of way. The use of the Easement Area by Grantee shall be solely for ordinary vehicular traffic to access Grantee's Property. Grantee shall repair any damage caused by Grantee's use of the Easement Area. Grantor shall not have any obligation to improve or to maintain the Easement Area. Grantee shall not change the condition of the Easement Area except with Grantor's prior written consent. Neither party shall gate, block or otherwise obstruct, prohibit or impede use of the Easement Area; provided that Grantor shall have the right to gate the Easement Area, and shall provide Grantee with a key or other means to access through any gate.
4. Binding Effect. This Agreement and the Easement shall be construed as covenants running with the land for the Term and shall be binding upon the Grantor's Property and inure to the benefit of the Grantee's Property during the Term. At the end of the Term, the Easement shall be of no further force or effect, shall no longer burden or impact Grantor's Property or benefit Grantee's Property, and Grantee shall have no further access rights over or across the Easement Area.
5. Miscellaneous. The terms and conditions hereof shall apply to and be binding on the Grantor, and Grantor's successors, and assigns, and Grantee, its heirs, successors, and assigns. Failure of any party to exercise any of its rights hereunder shall not constitute a waiver thereof. This Easement is subject to and is governed by the laws of the State of Oregon.

[Signatures appear on the following page]

Grantor

IN WITNESS WHEREOF, the parties have executed this Temporary Access Easement Agreement on the date set forth above.

GRANTOR:

Klamath Falls Partners, LLC,
a Colorado limited liability company

By: [Signature]
Name: Brian Pauls
Title: Authorized Signatory

STATE OF Colorado)
City of Denver) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 20th day of March, 2014, by Brian Pauls, as Authorized Signatory of **Klamath Falls Partners, LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 12/11/17

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of **Caledonia Partners, LLC**, an Oregon limited liability company.

Witness my hand and official seal.

My commission expires: _____

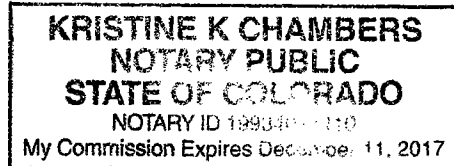
GRANTEE:

Caledonia Properties, LLC,
an Oregon limited liability company

By: _____
Name: _____
Title: _____

[Signature]
Notary Public

[SEAL]



Notary Public

[SEAL]

IN WITNESS WHEREOF, the parties have executed this Temporary Access Easement Agreement on the date set forth above.

GRANTOR:

Klamath Falls Partners, LLC,
a Colorado limited liability company

By: _____
Name: Brian Pauls
Title: Authorized Signatory

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of **Klamath Falls Partners, LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

GRANTEE:

Caledonia Properties, LLC,
an Oregon limited liability company

By: Mark Campbell
Name: Mark Campbell
Title: Member/manager

Notary Public

[SEAL]

STATE OF Oregon)
) ss.
COUNTY OF Klamath)

The foregoing instrument was acknowledged before me this 20 day of March, 2014, by Mark Campbell, as Member/Manager of **Caledonia Partners, LLC**, an Oregon limited liability company.

Witness my hand and official seal.

My commission expires: 6/17/2016

Cherice J. Treasure

Notary Public

[SEAL]



EXHIBIT A

GRANTOR'S PROPERTY

PARCEL 3 OF LAND PARTITION 16-11, BEING A REPLAT OF PARCEL 3 OF MINOR LAND PARTITION NO. 81-34 LOCATED IN THE SW1/4 OF SECTION 15, SECTION 22, THE SW 1/4 OF SECTION 23, THE NW 1/4 AND SW1/4 OF SECTION 26, AND THE NE 1/4 OF SECTION 27, TOWNSHIP 38 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND RECORDED JANUARY 19, 2012 INSTRUMENT NO. 2012-000492, RECORDS OF KLAMATH COUNTY, OREGON.

EXHIBIT B

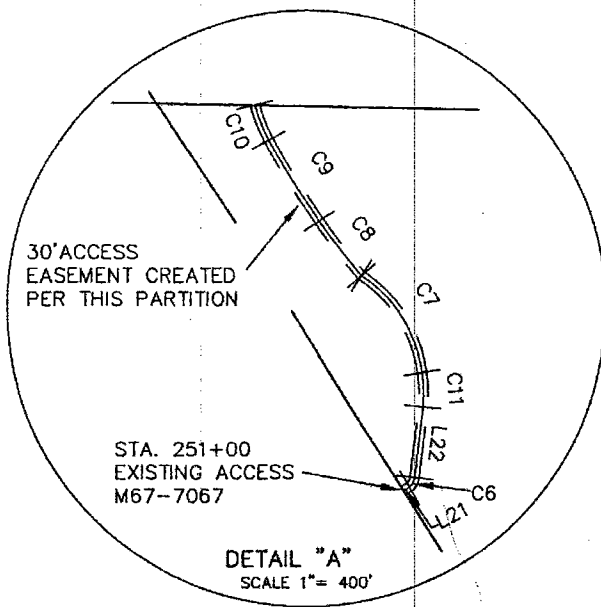
GRANTEE'S PROPERTY

PARCEL 2 OF LAND PARTITION 16-11, BEING A REPLAT OF PARCEL 3 OF MINOR LAND PARTITION NO. 81-34 LOCATED IN THE SW1/4 OF SECTION 15, SECTION 22, THE SW 1/4 OF SECTION 23, THE NW 1/4 AND SW1/4 OF SECTION 26, AND THE NE 1/4 OF SECTION 27, TOWNSHIP 38 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND RECORDED JANUARY 19, 2012 INSTRUMENT NO. 2012-000492, RECORDS OF KLAMATH COUNTY, OREGON.

EXHIBIT C

DEPICTION OF EASEMENT AREA

30' temporary access easement over Parcel 3 in favor of Parcel 2, as described in Detail A of Land Partition 16-11, and depicted below:



LEGEND:

BOUNDARY AND PARCEL LINE.

APPROXIMATE SECTION LINES



SECTION CORNERS—NOT RECOVERED THIS SURVEY.

(XXX.XX)
(XXX.XXX)

RECORD DATA PER CS #7092.
ODOT CENTERLINE PER DRG. 88-36-5

