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2015-003203

Klamath County, Oregon



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04/08/2015 11:20:40 AM

Fee: \$52.00

RETURN TO:

Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

Grantor:

HWN-KF's-Antarctica, LLC  
P. O. Box 489  
Klamath Falls, OR 97601

Grantee:

JWTR, LLC  
6400 Highway 66  
Klamath Falls, OR 97601

EASEMENT

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of APRIL, 2015, by and between HWN-KF's-Antarctica, LLC, an Oregon limited liability company, hereinafter called Grantor, and JWTR, LLC, an Oregon limited liability company, hereinafter called Grantee:

W I T N E S S E T H

1. Grantor is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

NW1/4 SW1/4, Section 18, Township 38 South, Range 9 East of the Willamette Meridian.

2. Grantor has the unrestricted right to grant the easement hereinafter described relative to said real property.

3. Grantor conveys to Grantee, its successors and assigns, a perpetual non-exclusive easement across the property of the Grantor, more particularly described as:

A strip of land 30.00 feet in width situated in the NW¼SW¼ of Section 18 Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being 15.00 feet on both sides of the following described centerline:

Commencing at the ¼ Corner common to said Section 18 and Section 13, Township 38 South, Range 8 East of the Willamette Meridian; thence along the section line common to said Section 13 and Section 18 South 00°06'39" West 174.57 feet to a point on the northerly line of Parcel 1 of Land Partition 23-14, said point marked by a 5/8" rebar; thence along said northerly line South 68°18'01" East 487.72 feet to the True Point of Beginning for this description; thence 396.50 feet on the arc of a 1189.00 foot radius curve to the right, through a delta angle of 19°06'24", the long chord of which bears South 72°50'37" East 394.67 feet; thence South 63°17'25" East 339 feet, more or less, to the southwesterly right of way line of Lakeport Boulevard; the sidelines of said strip to be lengthened or shortened to terminate on the beginning and ending lines.

The terms of this easement are as follows:

1. Grantee, its agents, independent contractors and invitees shall use the easement for road purposes only, for access to the property described in paragraph 8 and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon.

2. Grantor reserves the right to use, construct, reconstruct and maintain the road located upon the easement and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the others; however, in case of conflict, Grantor's right of use shall be dominant.

3. Grantor reserves the right to relocate the easement at any time and in such case shall reconstruct a road at such new location in as good or better condition as existed at the prior location. If the road is relocated, Grantor may record an instrument indicating the relocated road easement and such instrument shall serve to amend this easement and eliminate any rights of Grantee in the original easement. Such amendment of the description shall be effective whether or not signed by Grantee but Grantee shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantor.

4. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement. Grantee assumes all risks arising out of its use of the easement and Grantor shall have no liability to Grantee or others for any condition existing thereon.

5. This easement is appurtenant and for the benefit of the real property owned by Grantee and described below in paragraph 8.

6. This easement shall be perpetual and shall not terminate for periods of non-use by Grantee. Said easement may be terminated upon written agreement by Grantor and Grantee, their heirs, successors and assigns.

7. This easement is granted subject to all prior easements or encumbrances of record.

8. The following is a description of the Grantee's dominant property to which this easement is appurtenant:

Parcel 1, Land Partition 23-14, Klamath County, Oregon.

9. This Easement shall be contingent upon Grantee's obtaining approval and successfully creating the land partition sought in Tentative Land Partition 23-14 on file at the Klamath County, Oregon Planning Department.

10. Grantee has entered into an agreement to sell Parcel 1 of Land Partition 23-14 to Cerule, LLC, an Oregon limited liability company, which agreement is the sole consideration for this agreement. In the event the sale of Parcel 1 of Land Partition 23-14 to Cerule, LLC is not completed within six

(6) months of the date of this grant of easement, this Easement shall terminate and be of no further effect.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 10<sup>th</sup> day of February, 2015.

HWN-KF'S-ANTARCTICA, LLC

By [Signature]  
Greg Newman, Manager

JWTR, LLC

By [Signature]  
Sam Porter, President

STATE OF OREGON     )  
                              ) ss.  
County of Klamath )

Personally appeared before me this 10 day of February, 2015, Greg Newman as Manager of HWN-KF's-Antarctica, LLC, and acknowledged the foregoing instrument to be his voluntary act and deed.



[Signature]  
Notary Public for Oregon  
My Commission expires: 11-1-15

STATE OF OREGON     )  
                              ) ss.  
County of Klamath )

Personally appeared before me this 7<sup>th</sup> day of April, 2015, Sam Porter as President of JWTR, LLC, and acknowledged the foregoing instrument to be his voluntary act and deed.

[Signature]  
Notary Public for Oregon  
My Commission expires: 3/26/2018

