

2020-006283

Klamath County, Oregon

05/20/2020 02:36:07 PM

Fee: \$142.00

After recording return to:

Stoel Rives LLP

Attn: Tyler M. Clarke

760 SW Ninth Ave., Suite 3000

Portland, OR 97205

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made as of the 8 day of May 2020 (the "Effective Date") by and between Fort Klamath Properties LLC, an Oregon limited liability company, ("Grantor") and Root Ranch LLC, an Oregon limited liability company ("Grantee").

RECITALS

WHEREAS, Grantor is the fee owner of certain real property in Klamath County, Oregon described on Exhibit A ("Grantor's Property"), and Grantee is the fee owner of certain real property described on Exhibit B ("Grantee's Property"), which is adjacent to Grantor's Property.

WHEREAS, Grantee has requested, and Grantor is willing to grant on the terms set forth herein, an access, ingress, egress and roadway easement across and on Grantor's Property to allow Grantee access to the south bank of Agency Creek as more particularly described and shown on Exhibit C (the "Creek Access Easement").

WHEREAS, Grantee has requested, and Grantor is willing to grant on the terms set forth herein, an emergency access easement across Grantor's Property as more particularly described and shown on Exhibit D (the "Emergency Access Easement").

AGREEMENT

NOW, THEREFORE, in consideration of the agreements provided herein and other good and valuable consideration given by and between Grantor and Grantee, the receipt and sufficiency of which are acknowledged, it is agreed:

1. **Grant of Creek Access Easement.** Subject to the provisions of this Agreement, Grantor hereby grants to Grantee a nonexclusive, perpetual easement across and on the portion of Grantor's Property described in Exhibit C attached hereto (the "Creek Easement Area") for access, ingress, egress and roadway purposes, related to stream enhancement and maintenance only, including but not limited to the passage of gravel trucks. Grantee and any of its officers, contractors, licensees, agents, servants, employees, guests, invitees or visitors (the "Grantee Parties") may use and access

the Creek Easement Area for the foregoing purposes subject to the limitations set forth in this Agreement. Grantor reserves the right to use the Easement Area and to grant additional easements and rights to third parties within the Grantor's Property and the Easement Area so long as such use and rights do not unreasonably interfere with the easement granted to Grantee hereunder.

2. **Grant of Emergency Access Easement.** Subject to the provisions of this Agreement, Grantor hereby grants to Grantee a nonexclusive, perpetual easement across and on the portion of Grantor's Property described in Exhibit D attached hereto (the "Emergency Easement Area" and collectively with the Creek Easement Area, the "Easement Area") for access, ingress, egress and roadway purposes by Permitted Users as a means of emergency access to the Grantee's Property. Grantor reserves the right to use the Easement Area and to grant additional easements and rights to third parties within the Grantor's Property and the Easement Area so long as such use and rights do not unreasonably interfere with the easement granted to Grantee hereunder. For purposes of this Agreement, "Permitted Users" shall mean police department, fire department and ambulance service employees and similar emergency assistance personnel authorized by Grantee to provide emergency assistance or individuals re-routed or directed by such personnel to use the Emergency Easement Area in an emergency situation. In the event Grantor or its successors or assigns wish to develop the portion of the Grantor Property burdened by the Emergency Easement Area, Grantor and Grantee agree to use commercially reasonable efforts to negotiate an amendment to this Easement Agreement to relocate the Emergency Easement Area to a mutually acceptable location.

3. **No Obstructions.** Neither party shall place or allow others to place buildings, cement, pavement or other permanent or non-permanent obstructions within the Easement Area, provided that Grantee shall have the right but not the obligation to lay gravel within and grade the Creek Easement Area.

4. **Maintenance and Repair of Easement.** Grantor shall maintain the Easement Area in safe, clean and orderly condition, and Grantee shall promptly repair any damage to the Grantor Property or the Easement Area caused by the actions or omissions of Grantee or any Grantee Parties.

5. **Appurtenant Easements.** The easements granted pursuant to this Agreement run with the land and are appurtenant to Grantor's Property and Grantee's Property and shall benefit and burden those properties as set forth herein.

6. **Remedies.** If any party fails to comply with any provision herein, then unless such default shall have been cured within ten (10) days of such defaulting party's receipt of written notice specifying the nature of such default from the other party, or such longer period as may be necessary to cure such default in the event such Defaulting Party commences such cure within such ten (10) day period and thereafter diligently prosecutes such cure to completion, the non-defaulting party may exercise any remedies to which the non-defaulting party may be entitled to in law or at equity including the right to sue to specifically enforce the terms, covenants and/or conditions set forth in this Agreement. In the event that any lawsuit or other proceeding is brought to enforce any of the terms hereof, the prevailing party shall be entitled to recover its costs and

expenses incurred in connection with such action or proceeding (including any appeals therefrom) from the non-prevailing party, including reasonable attorneys' and court fees and costs.

7. **Notice.** All notices provided for herein may be delivered in person, sent by overnight courier service or mailed in the United States mail certified with postage prepaid and, shall be deemed delivered on the first business day following such delivery, except, if mailed, it shall be considered delivered three (3) business days after deposit in such mail. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

Grantor: Fort Klamath Properties LLC
PO Box 430
Medford, OR 97501
Attention: James Root

With a copy to: Stoel Rives, LLP
760 SW Ninth Avenue, Suite 3000
Portland, Oregon 97205
Attention: Tyler Clarke

Grantee: Root Ranch LLC
PO Box 430
Medford, OR 97501
Attention: James Root

With a copy to: Stoel Rives, LLP
760 SW Ninth Avenue, Suite 3000
Portland, Oregon 97205
Attention: Tyler Clarke

8. **Captions and interpretation:** The captions used herein are for convenience of reference only and are not intended to either limit or broaden the terms of this Agreement. This Agreement shall be interpreted as if both parties prepared it jointly.

9. **Entire agreement.** It is mutually understood that this Easement as written covers all the agreements between the parties here to and that no representations or statements, verbally or written, have been made modifying, adding to, or changing the terms hereof.

10. **Applicable law.** This Easement has been entered into in Oregon and the affected properties are located in Oregon. This Agreement will in all respects be governed by the laws of

the State of Oregon, without reference to any provisions that may cause the laws of another jurisdiction to be applicable.

11. **Severability.** Invalidation of any provisions of this Agreement will in no way affect any of the other provisions of this Agreement.

12. **Modification or Amendment.** This Agreement may be amended or modified only by the agreement of the Grantor and Grantee or their successors in interest and no such amendment or modification will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded in the real property records of Klamath County, Oregon.

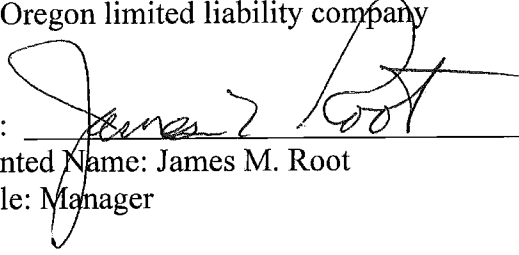
13. **Waiver; Cumulative Remedies.** Waiver of any provision of this Agreement by either party will only be effective if in writing and will not be construed as a waiver of any subsequent breach, inaccuracy or nonperformance of or noncompliance with the same provision or a waiver of any other provision of this Agreement. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

[Signatures pages follow]

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Agreement as of the Effective Date.

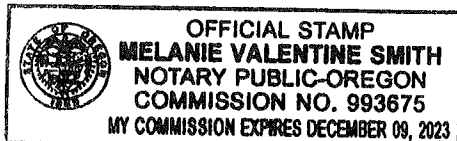
GRANTOR:

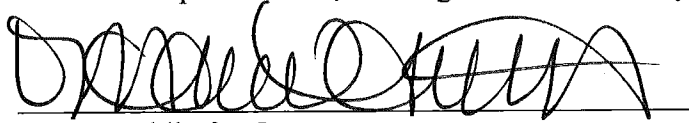
FORT KLAMATH PROPERTIES LLC,
an Oregon limited liability company

By: 
Printed Name: James M. Root
Title: Manager

STATE OF OREGON)
)ss.
County of JACKSON)

The foregoing instrument is acknowledged before me this 8 day of May, 2020, by James M. Root as Manager of Fort Klamath Properties LLC, an Oregon limited liability company on behalf of the company.




Notary Public for Oregon
Commission No.: 993675
My commission expires: 12/9/2023

GRANTEE:

ROOT RANCH LLC,
an Oregon limited liability company

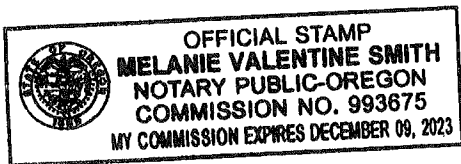
By: 

Printed Name: James M. Root

Title: Manager

STATE OF OREGON)
)ss.
County of JACKSON)

The foregoing instrument is acknowledged before me this 8 day of May, 2020, by James M. Root as Manager of Root Ranch LLC, an Oregon limited liability company on behalf of the company.



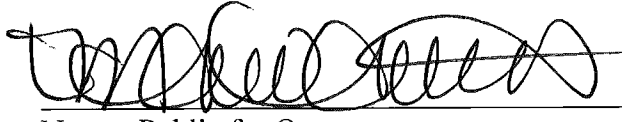

Notary Public for Oregon
Commission No.: 993675
My commission expires: 12/9/2023

EXHIBIT A
(Legal Description of Grantor's Property)

An area of land in the Southeast quarter of Section 13, Township 34 South, Range 7.5 East, and the Southwest quarter of Section 18, Township 34 South, Range 7 East, Willamette Meridian, Klamath County, Oregon. Being more particularly described as follows:

Parcel 3 of Land Partition 15-10, together with the following:

Beginning at the Southeast corner of said Section; thence North 89°47'47" West 1329.92 feet along the South line of said section; thence North 01°28'32" West 887.36 feet; thence South 82°42'52" East 280.40 feet; thence North 63°06'03" East 73.41 feet; thence South 89°09'13" East 70.45 feet; thence South 67°23'14" East 132.06 feet; thence South 27°56'59" 102.22 feet; thence South 37°07'34" 70.83 feet; thence South 89°26'47" East 130.24 feet; thence North 78°56'29" East 122.33 feet; thence North 75°23'09" East 168.50 feet; thence South 82°17'43" East 174.43 feet; thence North 50°46'17" East 147.51 feet to a 5/8" iron rod marking the Northwest corner of the land described in Deed Document No. 2017-012665; thence along the West line of said deed record, South 01°46'56" East 825.87 feet to the point of beginning.

EXHIBIT B
(Legal Description of Grantee's Property)

Parcel 1

An area of land in the Southeast quarter of Section 13, Township 34 South, Range 7.5 East, and the Southwest quarter of Section 18, Township 34 South, Range 7 East, Willamette Meridian, Klamath County, Oregon. Being more particularly described as follows:

The land described in Deed Document No. 2017-012664, excepting therefrom:

Beginning at the Southeast corner of said Section; thence North 89°47'47" West 1329.92 feet along the South line of said section; thence North 01°28'32" West 887.36 feet; thence South 82°42'52" East 280.40 feet; thence North 63°06'03" East 73.41 feet; thence South 89°09'13" East 70.45 feet; thence South 67°23'14" East 132.06 feet; thence South 27°56'59" 102.22 feet; thence South 37°07'34" 70.83 feet; thence South 89°26'47" East 130.24 feet; thence North 78°56'29" East 122.33 feet; thence North 75°23'09" East 168.50 feet; thence South 82°17'43" East 174.43 feet; thence North 50°46'17" East 147.51 feet to a 5/8" iron rod marking the Northwest corner of the land described in Deed Document No. 2017-012665; thence along the West line of said deed record, South 01°46'56" East 825.87 feet to the point of beginning.

Parcels 2 and 3

Parcel 2 and Parcel 3 of Land Partition 5-12, located in the SE ¼ of Section 13, Township 34 South Range 7 E.W.M., and the SW1/4 of Section 18, Township 34 South Range 7 E.W.M., Klamath County, Oregon, filed in the County Clerk of Klamath County on September 2, 2014, Volume 2014-9077, being a replat of Parcel 1 of Land Partition 15-10 filed in the County Clerk of Klamath County as Volume 2011-14306.

Parcel 4

A portion of Parcel 2 of land Partition 15-10 in the Southwest quarter of Section 18, Township 34 South, Range 7 East, Willamette Meridian, Klamath County, Oregon. Being more particularly described as follows:

Beginning at a 5/8" iron rod on the West line of said Parcel; thence North 01°55'05" West 59.09 feet to a point on the thread of Agency Creek; thence along the thread of said creek the following courses and distances: North 72°11'55" East 13.88 feet; thence North 83°39'13" East 48.69 feet; thence North 89°07'09" East 84.43 feet; thence North 75°08'21" East 119.81 feet; thence North 89°51'55" East 49.37 feet; thence South 79°53'38" East 76.67 feet; thence North 87°50'40" East 93.68 feet to the Northeast corner of said Parcel 2; thence along the East line of said Parcel South 11°41'19" East 62.58 feet to a 5/8" iron rod; thence leaving said East line, South 86°32'57" West 491.88 feet to the point of beginning.

EXHIBIT C
(Legal Description and Map of Creek Access Easement)

An area of land in the Southeast quarter of Section 13, Township 34 South, Range 7.5 East, and the Southwest quarter of Section 18, Township 34 South, Range 7 East, Willamette Meridian, Klamath County, Oregon. A 30 foot strip of land lying 15 feet on each side of the following described centerline:

Beginning at a 5/8" iron rod on the East line of Parcel 2 of Land Partition 5-10; thence along said East line South 11°33'38" East 214.25 feet; thence leaving said East line South 83°32'27" West 523.46 feet to the True Point of Beginning; thence South 83°13'08" West 452.41 feet; thence South 85°10'15" West 239.18 feet; thence 60.25 feet along a 50.00 foot radius curve to the right, the long chord of which bears North 60°18'31" West 56.67 feet; thence North 25°47'18" West 386.51 feet more or less to the centerline of Agency Creek.

Exhibit C -- Map

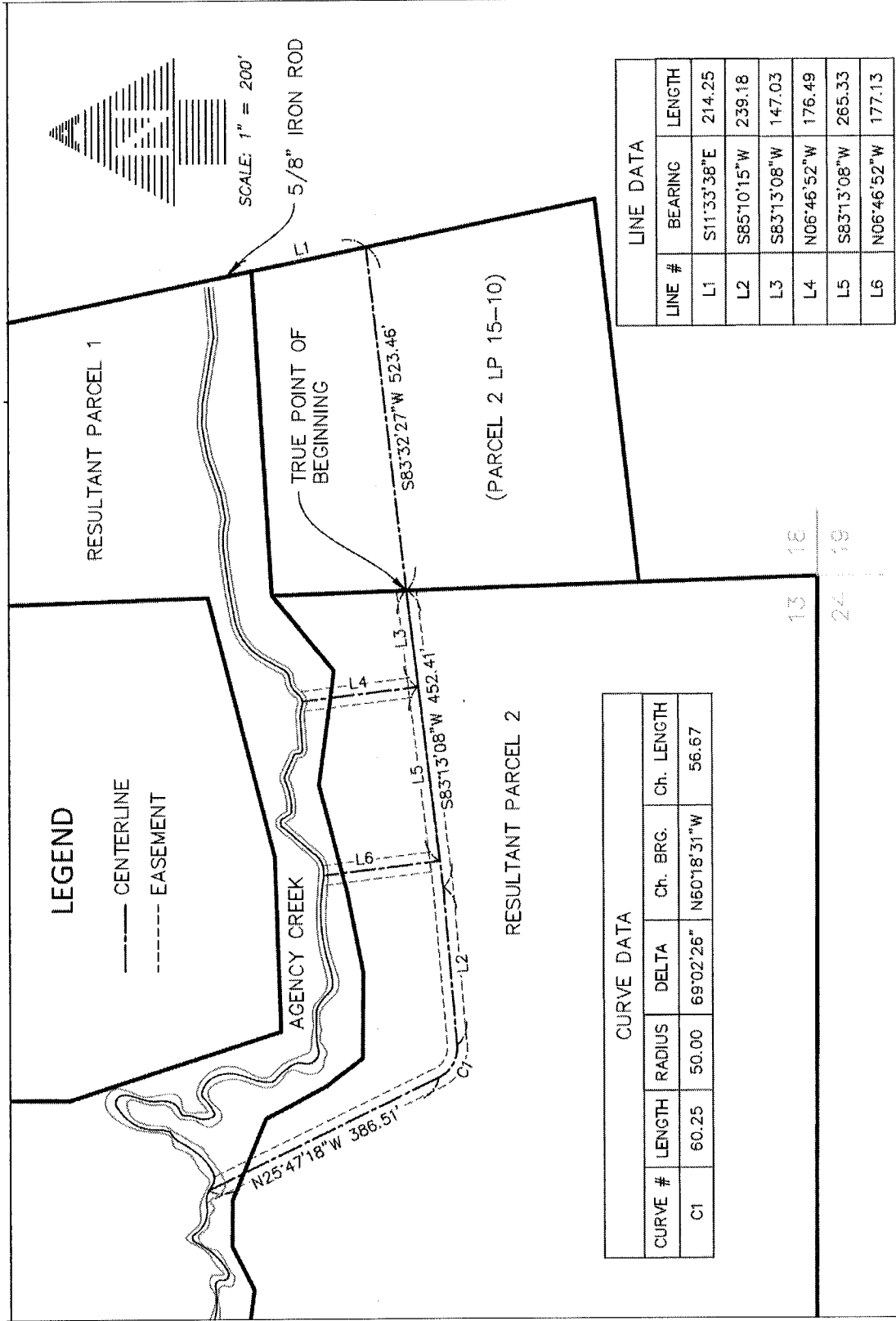


EXHIBIT D
(Legal Description and Map of Emergency Access Easement)

An area of land in the Southeast quarter of Section 13, Township 34 South, Range 7.5 East, and the Southwest quarter of Section 18, Township 34 South, Range 7 East, Willamette Meridian, Klamath County, Oregon. A 30 foot strip of land lying 15 feet on each side of the following described centerline:

Beginning at a 5/8" iron rod marking the Northeast corner of Parcel 3 of Land Partition 15-12; thence along the East line of said Parcel, South 11°33'38" East 15.06 feet to the True Point of Beginning; thence leaving said East line, South 83°38'24" West 586.20 feet to the East line of the land described in Deed Document No. 2017-012664; thence leaving said East line South 82°38'15" West 602.50 feet; thence 80.63 feet along a 50.00 foot radius curve to the right, the long chord of which bears North 51°10'01" West 72.17 feet; thence North 04°58'17" West 265.26 feet; thence 45.52 feet along a 50.00 foot radius curve to the left, the long chord of which bears North 31°03'11" West 43.97 feet; thence North 57°08'05" West 27.19 feet; thence 27.35 feet along a 50.00 foot radius curve to the right, the long chord of which bears North 41°27'42" West 27.01 feet; thence North 25°47'18" West 405.12 feet more or less to the centerline of Agency Creek.

Exhibit D -- Map

