

2020-011880

Klamath County, Oregon

09/18/2020 10:10:01 AM

Fee: \$117.00

After recording, return to:

Justin Hurley Braswell
2870 Nansen Drive
Medford, OR 97504

CROSS ACCESS EASEMENT

THIS CROSS ACCESS EASEMENT is made this 15 day of September, 2020, by
KLAMATH FALLS HOLDINGS, LLC, an Oregon limited liability company ("Grantor").

RECITALS:

- A. Grantor owns two parcels of adjacent real property, which are described on Exhibit "A".
- B. Grantor has applied for a land use permit approval with the City of Klamath Falls ("City") to construct a building to be partially located on Parcel A.
- C. The City is requiring that there be a cross access easement between Parcel A and Parcel B as a condition of land use permit approval.
- D. Grantor is prepared to grant a cross access easement on the terms and conditions set forth in this Cross Access Easement to satisfy the City's condition of approval for land use permitting.

NOW, THEREFORE, Grantor enters into this Cross Access Easement as follows:

1. Grant of Cross Access Easement. In order to obtain final land use permit approval, Grantor hereby grants to Parcel A and Parcel B a perpetual, exclusive cross access easement for the purpose of allowing pedestrian and vehicular traffic to cross between said parcels at an access point along their mutual boundary line and as further depicted on Exhibit "B" ("Easement").

2. Purpose. The purpose of the Easement shall be to provide ingress and egress across Parcel A and Parcel B for the benefit of both parcels.

3. Easement to Run With the Land. The Easement granted herein shall run with the land of each parcel, and shall bind and inure to the benefit of each parcel in perpetuity.

4. Maintenance. The owners of each parcel shall share jointly in the expense of creating and maintaining the cross access points along their mutual boundary line. The owners of each parcel shall be responsible for maintaining any driving or pedestrian surface within their own parcel.

5. No Restrictions. Neither property shall place any barrier or other form of restriction across the access points, or shall allow any vehicle or other impediment to be placed

or parked across said access points so as to restrict access to and from the parcels at the access points which are mutually established.

6. Attorney Fees. If any arbitration, mediation, or other proceeding is brought in lieu of litigation, to enforce or interpret any of the terms of the Easement, or if suit or action is instituted to foreclose the lien, the losing party shall pay the prevailing party's costs and disbursements, the fees and expenses of expert witnesses in determining reasonable attorney fees pursuant to ORCP 68, the actual cost of a litigation or foreclosure report or other such report, and such sums as the court or arbitrator may determine to be reasonable for the prevailing party's attorney fees in connection with arbitration, a trial or any appeal, or for any petition for review thereof. The prevailing party shall be entitled to request post-judgment attorney fees and costs from the court or arbitrator after such fees are incurred without filing a different arbitration, action, suit or any other proceeding.

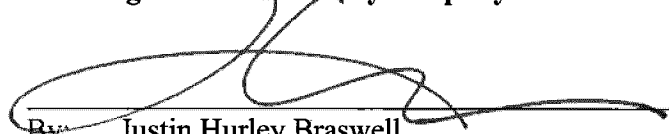
7. Notice. Any notice required or permitted under the Easement shall be in writing and shall be deemed given when actually delivered, if notice is by messenger or by facsimile; two (2) days after deposit, when deposited in United States mail as certified or registered mail; or one day after deposit with an overnight courier addressed to each party at the address set forth on the records of the Klamath County Assessor to which it sends the tax bills for Tax Lot 8600 or Tax Lot 3300, or to such other addresses as may be specified from time to time by either of the parties in the manner above provided for the giving of notice.

8. Binding Effect. The Easement shall bind and inure to the benefit of, as such circumstances may require, not only to Grantor, but also to their respective successors, assigns, heirs, guests and invitees.

9. Applicable Law. The Easement has been made in the state of Oregon and the laws of Oregon shall be utilized in construing, interpreting and enforcing the Easement.

10. Recording of Amendments. The Easement may only be amended in writing and such amendments shall only be effective when recorded in the Official Records of Klamath County, Oregon.

KLAMATH FALLS HOLDINGS, LLC,
An Oregon limited liability company


By: Justin Hurley Braswell
Its: Manager

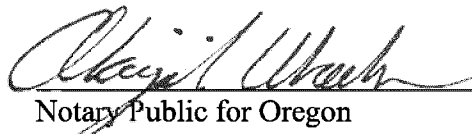
[Notary acknowledgement next page]

STATE OF OREGON)
)ss.
County of Jackson)



On this 15th day of September, 2020, personally appeared the above-named JUSTIN HURLEY BRASWELL, who being sworn, stated that he is a managing member of KLAMATH FALLS HOLDINGS, LLC, an Oregon limited liability company, and that the foregoing instrument was voluntarily signed on behalf of said limited liability company and by authority of its Operating Agreement.

Before me:



Notary Public for Oregon

EXHIBIT "A"

Legal Descriptions

PARCEL A: (Lot 13)

Lot 13, TRACT 1430, TIMBERMILL SHORES, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

380932AC Tax Lot 10600

PARCEL B: (Lot 14)

Lot 14, TRACT 1430, TIMBERMILL SHORES, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

380932DA Tax Lot 1000

EXHIBIT "B"

PARCEL A
ACCESS EASEMENT
OCTOBER 23, 2019

LEGAL DESCRIPTION

A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO KLAMATH FALLS HOLDINGS, LLC, RECORDED AS DOCUMENT NO. 2016-013292, KLAMATH COUNTY DEED RECORDS, ALSO BEING A PORTION OF LOT 13, TRACT 1430 - TIMBERMILL SHORES, KLAMATH COUNTY PLAT RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 38 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID KLAMATH FALLS HOLDINGS TRACT, SAID POINT BEARS SOUTH 40°14'41" WEST 31.28 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 13; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 40°14'41" WEST 24.01 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 51°28'58" WEST 10.00 FEET; THENCE NORTH 40°14'41" EAST 24.01 FEET; THENCE SOUTH 51°28'58" EAST 10.00 FEET TO THE POINT OF BEGINNING.

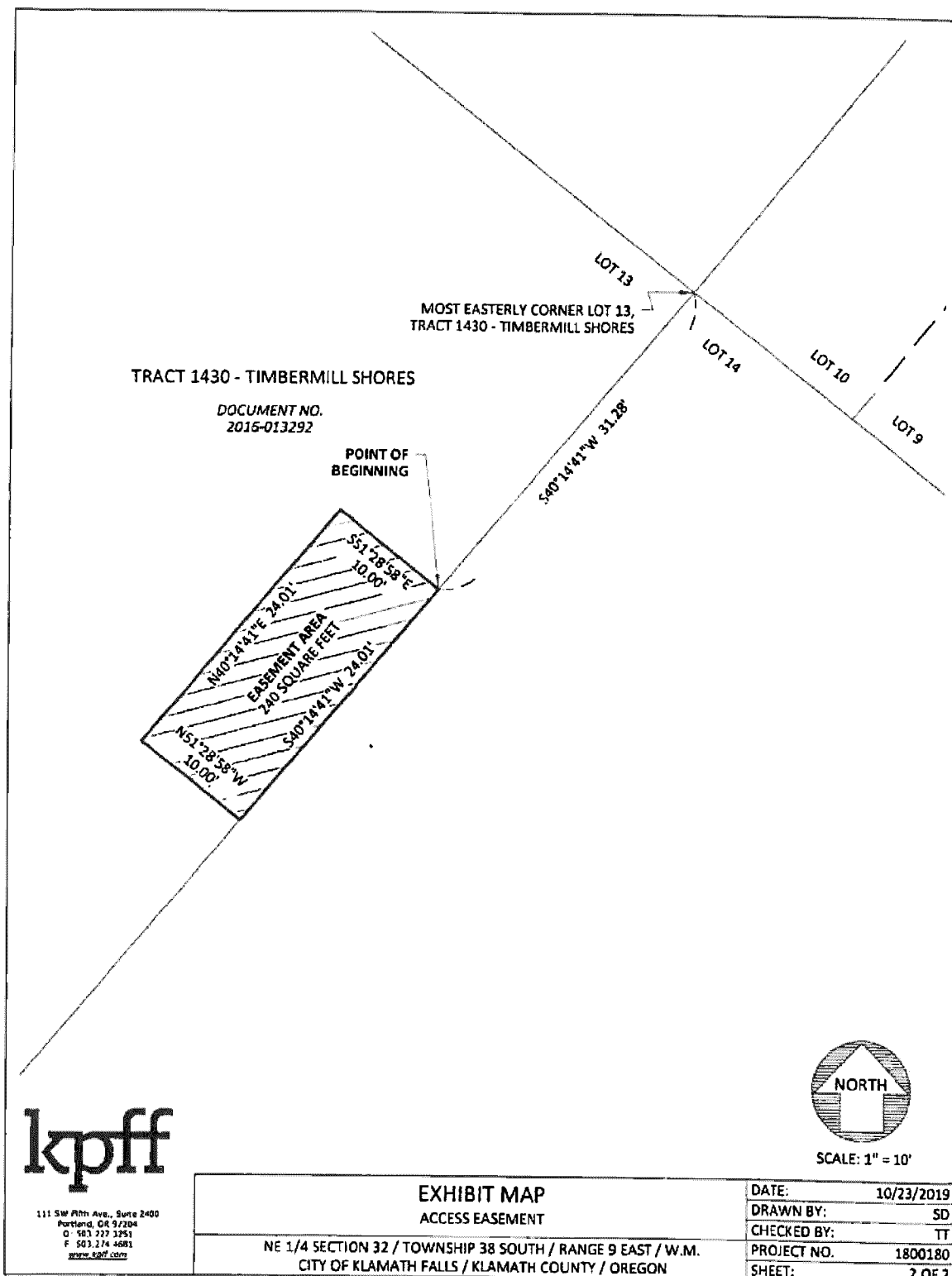
CONTAINING 240 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM, BEND-KLAMATH FALLS ZONE.

THE TRACT OF LAND DESCRIBED ABOVE IS SHOWN ON THE ATTACHED EXHIBIT MAP AND BY THIS REFERENCE MADE A PART THEREOF.



RENEWAL DATE 6-30-*20*



PARCEL B
ACCESS EASEMENT
OCTOBER 23, 2019

LEGAL DESCRIPTION

A PORTION OF THAT TRACT OF LAND DESCRIBED AS PARCEL 1 IN DEED TO PINE CONE, LLC, RECORDED AS DOCUMENT NO. 2018-004199, KLAMATH COUNTY DEED RECORDS, ALSO BEING A PORTION OF LOT 14, TRACT 1430 - TIMBERMILL SHORES, KLAMATH COUNTY PLAT RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 38 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 1, SAID POINT BEARS SOUTH 40°14'41" WEST 31.28 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 14; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 40°14'41" WEST 24.01 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 51°28'58" EAST 16.00 FEET; THENCE NORTH 40°14'41" EAST 24.01 FEET; THENCE NORTH 51°28'58" WEST 16.00 FEET TO THE POINT OF BEGINNING.

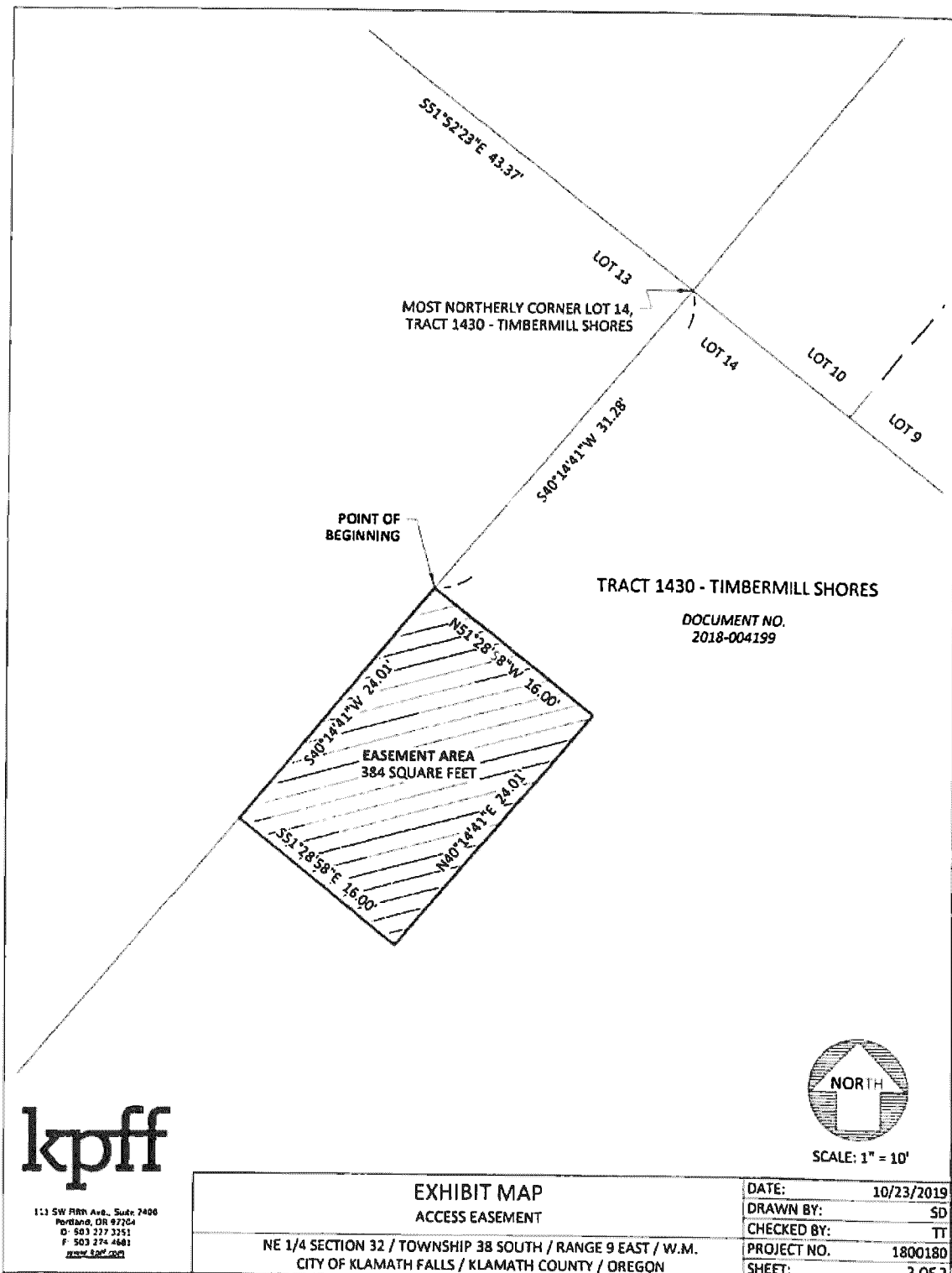
CONTAINING 384 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM, BEND-KLAMATH FALLS ZONE.

THE TRACT OF LAND DESCRIBED ABOVE IS SHOWN ON THE ATTACHED EXHIBIT MAP AND BY THIS REFERENCE MADE A PART THEREOF.



RENEWAL DATE 6-30-20



kpff

111 SW 10th Ave., Suite 2400
 Portland, OR 97204
 O: 503 227 3251
 F: 503 274 4681
www.kpff.com

EXHIBIT MAP
ACCESS EASEMENT

NE 1/4 SECTION 32 / TOWNSHIP 38 SOUTH / RANGE 9 EAST / W.M.
 CITY OF KLAMATH FALLS / KLAMATH COUNTY / OREGON

DATE:	10/23/2019
DRAWN BY:	SD
CHECKED BY:	TT
PROJECT NO.	1800180
SHEET:	2 OF 2

EXHIBIT "B"
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