

2021-005625

Klamath County, Oregon



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04/14/2021 02:39:08 PM

Fee: \$107.00

RECORDING COVER SHEET (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

AFTER RECORDING RETURN TO: ORS 205.234(1)(c)

PARKS & RATLIFF, P.C.
620 Main Street
Klamath Falls, OR 97601

SEND TAX STATEMENTS TO: ORS 205.234(1)(e)

No Change

1. Title(s) of the transaction(s)

ORS 205.234(1)(a)

RECIPROCAL ACCESS EASEMENT

2. Direct party(ies) / grantor(s)

Name(s) & Address(es)

ORS 205.234(1)(b)

LAKE EWAUNA HOLDINGS, LLC

Rubicon Investments Corporation, Manager
2870 Nansen Dr.
Medford, OR 97504

FAYWORKS LLC

Jill Sara Fay, Manager
Jonathan Dean Fay, Manager
1656 Cove Point Rd.
Klamath Falls, OR 97601

3. Indirect party(ies)

Name(s) & Address(es)

ORS 205.234(1)(b)

LAKE EWAUNA HOLDINGS, LLC

Rubicon Investments Corporation, Manager
2870 Nansen Dr.
Medford, OR 97504

FAYWORKS LLC

Jill Sara Fay, Manager
Jonathan Dean Fay, Manager
1656 Cove Point Rd.
Klamath Falls, OR 97601

4. True and actual consideration:

ORS 205.234(1) Amount in dollars or other;

Other: Granting of reciprocal easement and mutual covenants and promises contained in easement agreement

5. Satisfaction of lien, order, or warrant:

ORS 205.234(1)(f): NA _____ FULL _____ PARTIAL

6. The amount of the monetary obligation imposed by the lien, order, or warrant: NA ORS 205.234(1)(f)**7. Previously recorded document reference:** NA**8. If this instrument is being re-recorded complete the following statement:** NA - ORS 205.244(2)

AFTER RECORDING RETURN TO:

Parks & Ratliff, P.C.
620 Main Street
Klamath Falls OR 97601

RECIPROCAL ACCESS EASEMENT

March
~~April~~ THIS RECIPROCAL ACCESS EASEMENT is made and entered into this 30th day of 2021, by and between LAKE EWAUNA HOLDINGS, LLC, a Delaware limited liability company (hereinafter "Lake Ewauna Holdings") and FAYWORKS, LLC, an Oregon limited liability company (hereinafter "Fayworks").

RECITALS:

A. Lake Ewauna holdings owns the real property in Klamath County, Oregon, more particularly described as follows, to-wit:

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

Property ID No.: 892247

Map Tax Lot NO.: 3809-032DA-01000

hereinafter referred to as Parcel "A."

B. Fayworks owns adjacent real property in Klamath County, Oregon, more particularly described as follows, to-wit:

Lot 9 and the Southeasterly 16 feet of Lot 10, TRACT 1430 – TIMBERMILL SHORES, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Property ID No.: 892248

Tax Lot No.: 3809-032DA-00900;

hereinafter referred to as "Parcel B."

B. Fayworks has applied for a building permit in connection with the construction of a structure located on property adjacent to the proposed easement area.

C. In connection with approval of the related building permit, the City of Klamath Falls (hereinafter "City") requires that the Parties enter into an access easement between Parcel A and Parcel B.

E. The parties hereto desire to establish a reciprocal easement concerning access to their respective properties upon the terms and conditions set forth below.

WITNESSETH:

NOW, THREFORE, in consideration of the of the granting of this reciprocal easement and of the mutual covenants and promises herein contained; it is agreed as follows:

1. Grant of Access Easements: Lake Ewauna Holdings and Fayworks hereby grant to each other a non-exclusive, perpetual easement, appurtenant to Parcel A and Parcel B, for the purposes of vehicular and pedestrian ingress, egress and access to and from their respective properties, including access for commercial purposes by clients and customers, from and to Plum Avenue and Timbermill Drive in the City of Klamath Falls, Oregon, over, upon, across, and through the access area described on Exhibit A as composed of Easement Area "A" and Easement Area "B", collectively referred to as the Access Easement Area ("Access Easement Area"). Particularly, Fayworks grants an easement to Lake Ewauna Holdings to and over the area particularly described as Easement Area A, and Lake Ewauna Holdings grants an easement to Fayworks to and over the area described as Easement Area B. The Access Easement Area shall not be obstructed by any party.

2. Reservation of Rights: Each party hereto reserves all rights to their respective properties not specifically granted to the other party, including, but not limited to, the non-exclusive right of ingress and egress.

3. Construction: Fayworks shall construct a driveway on the Access Easement Area at its own cost. The design and construction costs of such improvements shall be constructed at the sole discretion of Fayworks, but must be done in accordance with all applicable laws, regulations, permits and conditions.

4. Repairs and Maintenance: The parties hereby agree and acknowledge that ORS 105.175(3) shall govern the parties' repair and maintenance obligations. Except for emergencies, the parties agree that no maintenance, repairs, improvements or rebuilding of the driveway on the Access Easement Area shall commence or be performed by either party without thirty (30) days' written notice to the other party.

5. Indemnification/Insurance: Each party shall cause the Access Easement Area to be covered by its respective individual liability policy or the liability policy of its tenant, if any, and each shall indemnify, defend, and hold the other harmless from any loss, claim or liability arising out of the use of the easement by such party, or its tenants, agents, guests, contractors or other invitees of every kind and description.

6. Nature of Easements:

6.1 Not Severable From Property: Each and all of the easements and rights granted or created herein area appurtenances to the affected properties described herein and none may be transferred, assigned, or encumbered except as an appurtenance to the properties benefited thereby.

6.2 Binding Effect: The easements contained in this Agreement are made for the direct, mutual, and reciprocal benefit of the parties hereto, create mutual equitable servitudes over each property described herein in favor of the other property described herein, and constitute covenants running with the land; and shall bind every person or entity having any fee, leasehold or other interest in any portion of the properties described herein.

6.3 Effect of Conveyance: The acceptance of any transfer or conveyance of title of all or any part of any interest in either property described herein shall be deemed to require the prospective grantee to agree not to use, occupy, or allow any lessee or occupant of such property to use or occupy such property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein.

7. Enforcement/Injunctive Relief: In the event of any violation of any of the terms or covenants provided herein, either party, or their respective successors and assigns, shall have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

8. Attorney Fees: In the event of a controversy or dispute concerning any terms or provisions of this Agreement, and in the event an action or suit is instituted as a result thereof, the prevailing party shall be entitled to be awarded reasonable attorneys fees to be set by the court or courts in which the matter is tried or heard, including any appeal therefrom.

9. Duration and Termination: The benefit and burden of the easements and covenants contained in this document shall run with the land and shall be of perpetual duration. This Agreement may not be terminated or amended except by a written document executed by all of the owners of the properties described herein and duly recorded in the Official Records of Klamath County, Oregon.

10. Not a Public Dedication: Nothing contained in this declaration shall, or is intended to, constitute a gift or dedication of any portion of the properties to the general public or for the benefit of the general public, or for any public purposes whatsoever. It is the intention of the parties that this easement agreement will be strictly limited to and for the purposes expressed herein.

11. Successors: These easements shall inure to the benefit of, and be binding upon, the parties and their respective heirs, executors, representatives, successors and assigns. The term "party" or "parties" shall refer to the original parties and their respective heirs, executors, personal representatives, successors, and assigns.

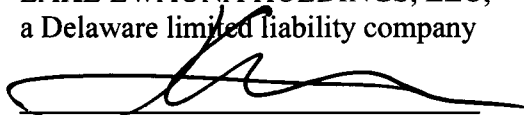
12. Waiver: No waiver or breach of this Agreement in one instance shall constitute or be construed as a waiver of the same or any other breach in any other instance.

13. Applicable Law: This easement shall be construed and enforced in accordance with the laws of the state of Oregon.



14. Exhibits and Recitals: The recitals above and exhibit(s) attached are incorporated herein and made a part hereof to the full extent as though each were set forth in its entirety in the body hereof.

EFFECTIVE the day and year first hereinabove set forth.

LAKE EWAUNA HOLDINGS, LLC,
a Delaware limited liability company

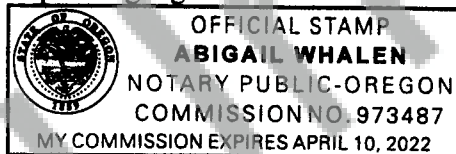

By: Rubicon Investments Corporation
Its: Manager
By: Justin Hurley Braswell, EVP

FAYWORKS, LLC,
an Oregon limited liability company


By: Jill S. Fay
Its: Member

By: Jonathan D. Fay
Its: Member

STATE OF OREGON; County of Jackson) ss.

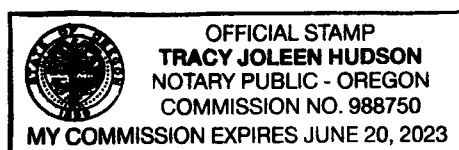
ON THIS 26 DAY OF March, 2021, personally appeared BEFORE ME the above-named JUSTIN HURLEY BRASWELL, who being sworn, stated that he is the Executive Vice President of Rubicon Investments Corporation, Manager of LAKE EWAUNA HOLDINGS, LLC, a Delaware limited liability company, and that the foregoing instrument was voluntarily signed on behalf of said limited liability company and by authority of its Operating Agreement.

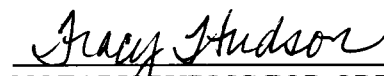



NOTARY PUBLIC FOR OREGON
My Commission expires: April 10, 2022

STATE OF OREGON; County of Klamath) ss.

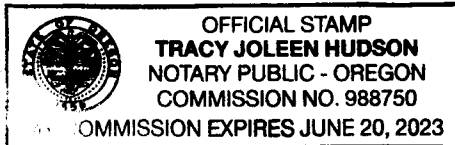
ON THIS 30th DAY OF March, 2021, personally appeared BEFORE ME the above-named Jill Sara Fay, who being sworn, stated that she is a member of FAYWORKS, LLC, an Oregon limited liability company, and that the foregoing instrument was voluntarily signed on behalf of said limited liability company and by authority of its Operating Agreement.




NOTARY PUBLIC FOR OREGON
My Commission expires: June 20, 2023

STATE OF OREGON; County of Klamath) ss.

ON THIS 30th DAY OF March, 2021, personally appeared BEFORE ME the above-named Jonathan Dean Fay, who being sworn, stated that he is a member of FAYWORKS, 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.



Tracy Hudson
NOTARY PUBLIC FOR OREGON
My Commission expires: June 20, 2023