

2021-006322

Klamath County, Oregon

04/22/2021 08:35:00 AM

Fee: \$142.00

After recording return to:

LPG Real Estate, LLC

123 Cypress Point Road

Half Moon Bay, CA 94019

**Until a change is requested all tax
statements shall be sent to the
following address:**

Jack Coumas

60237 Faugarwee Cir

Bend, OR 97702

File No. 449911AM

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "**Agreement**"), dated as of the 20th day of April, 2021 (the "**Effective Date**"), is entered into between, Jack Coumas, a resident of the state of Oregon (hereinafter, the "**Grantor**"), having an address of 60237 Faugarwee Circle, Bend, OR 97702; and LPG Real Estate, LLC, an Oregon limited liability company (hereinafter, the "**Parcel B Owner**" and the "**Parcel C Owner**"), having a principal office at 139822 Pine Creek Loop, Crescent Lake, OR 97733.

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain land located in Crescent Pines Subdivision, County of Klamath in the State of Oregon, designated as Tax Lot 2407-018A0-02203 on the Tax Map of Klamath County, comprising approximately 1.6 acres, hereinafter referred to as "**Parcel A**" and more particularly described by the legal description set forth in **Exhibit 1** attached hereto and made a part hereof; and

WHEREAS, Parcel B Owner is the fee owner of certain land located in Crescent Pines Subdivision, County of Klamath in the State of Oregon, designated as Tax Lot 2407-018A0-02204 on the Tax Map of Klamath County, comprising approximately 2 acres, hereinafter referred to as "**Parcel B**" and more particularly described by the legal description set forth in **Exhibit 2** attached hereto and made a part hereof; and

WHEREAS, Parcel C Owner is the fee owner of certain land located in Crescent Pines Subdivision, County of Klamath in the State of Oregon, designated as Tax Lot 2407-018A0-02202 on the Tax Map of Klamath County, comprising of approximately 1.74 acres, hereinafter "**Parcel C**" and more particularly described by the legal description set forth in **Exhibit 3** attached hereto and make a part hereof (Parcel C Owner together with Parcel B Owner collectively "**Easement Interest Owners**"); and

WHEREAS Parcels A, B and C are located in Section 18A of Township 24 South, Range 7 East Willamette Meridian in Klamath County, OR; and

WHEREAS, Parcel B Owner and Parcel C Owner were induced in substantial part to sell Parcel A to Grantor, Mr. Jack Coumas, based on representations by Grantor that Grantor will give to Parcel B Owner and Parcel C Owner an access easement over Grantor's lands to access Parcel B Owner's and Parcel C Owner's lands; and

Return To:



WHEREAS, Grantor is willing to grant to Easement Interest Owners a permanent fifteen-foot (15') access easement from Pine Creek Loop in Klamath County over such portion of Parcel A (the "**Easement Area**") extending to Highway 58 in Klamath County, so as to permit motor vehicle access from Pine Creek Loop across Parcel A and onto Highway 58. This access easement is depicted in the map attached hereto as **Exhibit 4**. Easement Interest Owners and Grantor hereby expressly agree to the recording of an amended easement, upon written demand of Grantor and/or the Easement Interest Owners and/or the successors in interest of either or any, which will include the legal description of the Easement Area completed by a surveyor, and which substantially conforms with the easement depicted in Exhibit 3 and described herein.

NOW, THEREFORE, for good and valuable consideration to Grantor, which specifically includes the sale of Parcel A to Grantor by the Easement Interest Holders, and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated into this Easement Agreement as if set forth at length.

2. Grant. Grantor hereby grants and conveys to Easement Interest Owners, their heirs, legal representatives, successors, and assigns, and to any future owner of Parcel B and Parcel C, a perpetual, non-exclusive fifteen-foot (15') wide access easement (the "**Easement**") in, under, upon, about, over, and through the Easement Area located on Parcel A, for the benefit of Parcel B and Parcel C. The Easement shall serve the purpose of allowing the owners and invitees of Parcel B and Parcel C to access Pine Creek Loop by motor vehicle off of Highway 58 (and to access Highway 58 by motor vehicle off of Pine Creek Loop) by proceeding across Parcel A. Grantor hereby grants the Easement described herein in exchange for good and valuable consideration, the sufficiency of which is hereby expressly acknowledged. Such consideration specifically includes the preceding sale of Parcel A to Grantor by the Easement Interest Holders.

3. Use. Easement Interest Owners may use the Easement to ensure the safe and unencumbered access by motor vehicles to Pine Creek Loop across Parcel A from Highway 58.

4. Improvements. Easement Interest Owners may construct improvements over, under, in, along, across, and upon the Easement Area that are reasonably related to both the purpose of Easement Interest Owners' use and enjoyment of the Easement (the "**Improvements**"), upon receipt of the prior written consent of Grantor, which consent shall not be unreasonably withheld. These Improvements include, but are not limited to, the emplacement of lighting across and along the Easement as well any gates to prevent others access to the Easement Area and other reasonable actions to protect the property from unauthorized use by others.

5. Plans. Upon Grantor's request, Easement Interest Owners shall provide Grantor with as-built drawings and a survey showing the location and depth of the Improvements installed in the Easement Area.

6. Costs/Lien-Free Construction. Easement Interest Owners shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Parcel A, all costs and expenses incurred by Easement Interest Owners in connection with the construction and maintenance of the Improvements.

7. Compliance with Laws. Easement Interest Owners shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations as amended from time to time.

8. Maintenance and Repair. In the event the surface of any portion of the Easement Area is disturbed by either Easement Interest Owner's exercise of any of their easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. The Easement Interest Owner hereby assumes the obligation, including all reasonable costs and expenses, to maintain and repair the Easement Area.

9. Reservation of Rights. All right, title, and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not: (a) construct any improvements or change the Easement Area in any manner without the approval of Easement Interest Owners; (b) enact or maintain any buildings which may cause damage to or interfere with the Improvements to be placed within the Easement Area; or (c) develop, landscape, or beautify the Easement Area in any way which would unreasonably or materially increase the costs to Easement Interest Owners of installing the Improvements or restoring the Easement Area after such installation. Grantor shall have the right to grant additional easement rights in the Easement Area, provided same shall not interfere with, or otherwise adversely affect any of Easement Interest Owners' rights herein. Grantor shall not grant any other easement rights within the Easement Area to any other individual or entity (each, an "**Other Interest Holder**") without first obtaining from Easement Interest Owners and Other Interest Holder an indemnity agreement reasonably satisfactory to Easement Interest Owners, which agreement shall be between Easement Interest Owners, Grantor, and Other Interest Holder and shall provide Easement Interest Owners with an indemnification from Other Interest Holder in connection with Other Interest Holder's use of the Easement Area. Grantor's use and enjoyment of the Easement Area shall not interfere with, or adversely affect any of Easement Interest Owners' rights herein.

10. Representations and Warranties. Grantor hereby represents and warrants to Easement Interest Owners that: (a) it has the full right, power, title, and interest to make the within grant of Easement to Easement Interest Owners; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Easement Interest Owners pursuant to the terms hereof; and (c) Easement Interest Owners' easement rights hereunder shall not be defeased, impaired, and adversely affected by superior title.

11. Relocation. Grantor or Easement Interest Owners may relocate the Easement if prior written consent is obtained from the non-requesting parties, which consent may be given or withheld in the non-requesting party's sole and absolute discretion. If any party desires to relocate the Easement and/or Easement Area, such party shall send a request to relocate the Easement and/or Easement Area, in writing, to the other parties. The non-requesting parties shall respond to such request to relocate, in writing, within thirty (30) days of receiving such relocation request. If the parties agree to relocate the Easement and/or Easement Area, then this Agreement shall be amended to reflect same. Grantor and Easement Interest Owners, hereby acknowledge and agree that the party requesting the relocation shall be responsible for all the costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the Easement and/or Easement Area.

12. Grantor's Use of Property. Grantor reserves the right to use Parcel A in any manner and for any purpose that does not interfere with Easement Interest Owners' Easement rights and its use of the Easement.

13. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns. Notwithstanding the foregoing, Easement Interest Holders acknowledge that the rights granted to and duties assumed by Easement Interest Owners under this Agreement may not be assigned or delegated by Easement Interest Owners without the prior written consent of Grantor, which consent may not be unreasonably withheld, conditioned, or delayed.

14. Default and Remedies. In the event of a default by Grantor or either Easement Interest Owner, the non-defaulting party may seek any and all remedies permitted by law.

15. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that no party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

16. Notice. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. Pacific Time on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Grantor:

Name: Jack Coumas

Address: 60237 Faugarwee Cir., Bend, OR 97702

Telephone:

Facsimile:

Email:

with a copy to:

Name:

Address:

Telephone:

Email:

To Parcel B Owner:

Name: LPG Real Estate, LLC

Address: 122 Cypress Point Rd., Half Moon Bay, CA 94019

Telephone:

Facsimile:

Email: fg@lpgim.com

with a copy to:

Name: Benoit M. Letendre

Address: 123 Second St., PO Box 92, Baraboo, WI 53913

Telephone: (608) 729-9270

Facsimile:

Email: ben@letendregroup.com

To Parcel C Owner:

Name: LPG Real Estate, LLC

Address: 122 Cypress Point Rd., Half Moon Bay, CA 94019

Telephone:

Facsimile:

Email: fg@lpgim.com

with a copy to:

Name: Benoit M. Letendre

Address: 123 Second St., PO Box 92, Baraboo, WI 53913

Telephone: (608) 729-9270

Facsimile:

Email: ben@letendregroup.com

Any party may change its address for purposes of this Section 16 by giving written notice as provided in this Section 16. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 16.

17. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

18. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

19. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF OREGON, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO

THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 19. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY SUCH PARTY'S ADDRESS INDICATED IN SECTION 16 OF THIS AGREEMENT.

20. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the other parties by no later than Fifteen (15) days after the date hereof.

21. Authority. All parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

22. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement. Specifically included herein, the signatories expressly agree to execute whatever further documents may be required to extend the Easement and the rights granted herein onto Parcels 2407-018A0-02204 and 2407-018A0-02202 including cooperation in the surveying of the Easement Area by a licensed surveyor in order to provide for a legal description of the Easement Area to amend this Easement Agreement and record said amendment with the County of Klamath. The costs of such a survey shall be borne equally by the owners of Parcels A, B and C.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

[SIGNATURE PAGES FOLLOW]

ACKNOWLEDGMENTS

Dated 4/21/21

GRANTOR:


Jack Coumas

STATE OF OREGON

)
) SS

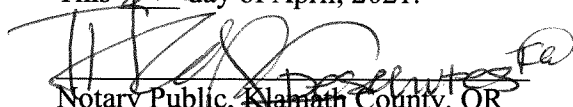
COUNTY OF ~~KLAMATH~~



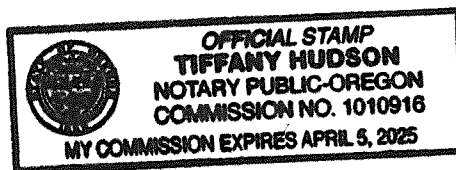
This instrument was acknowledged before me on the 21st day of April, 2021 by Jack Coumas.

Subscribed and sworn before me

This 21st day of April, 2021.


Notary Public, Klamath County, OR

My Commission Expires: 4/5/23



Dated: 4/20/21

PARCEL B OWNER:
LPG REAL ESTATE, LLC

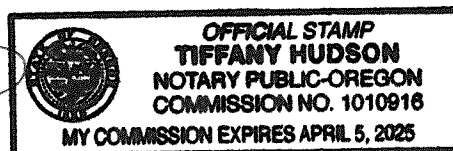
By: Fred Goetzke
Fred Goetzke, Member

Oregon
STATE OF CALIFORNIA)
COUNTY OF Deschutes) SS

This instrument was acknowledged before me on the 20th day of April, 2021 by Fred Goetzke.

Subscribed and sworn before me
This 20th day of April, 2021.

Tiffany Hudson
Notary Public, Deschutes County, OR
My Commission Expires: 4/5/25



Dated: 4/20/21

PARCEL C OWNER
LPG REAL ESTATE, LLC

By: Fred Goetzke
Fred Goetzke, Member

Oregon
STATE OF CALIFORNIA)
COUNTY OF Deschutes) SS

This instrument was acknowledged before me on the 20th day of April, 2021 by Fred Goetzke.

Subscribed and sworn before me
This 20th day of April, 2021.

Tiffany Hudson
Notary Public, Deschutes County, OR
My Commission Expires: 4/5/25

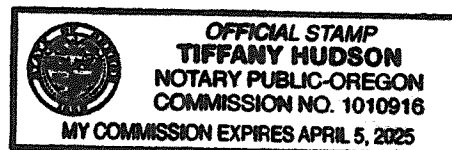


EXHIBIT 1

(Legal Description of Parcel A - 2407-018A0-02203)

Parcel 2 of Land Partition 18-16, a replat of Parcel 3 of Land Partition 81-24 in the NE1/4 Section 18 and the NW1/4 Section 17, Township 24, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and recorded November 11, 2017 as 2017-013484.

EXHIBIT 2

(Legal Description of Parcel B - 2407-018A0-02204)

Parcel 3 of Land Partition 18-16, a replat of Parcel 3 of Land Partition 81-24 in the NE1/4 Section 18 and the NW1/4 Section 17, Township 24, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and recorded November 11, 2017 as 2017-013484.

EXHIBIT 3

(Legal Description of Parcel C - 2407-018A0-02202)

Parcel 1 of Land Partition 18-16, a replat of Parcel 3 of Land Partition 81-24 in the NE1/4 Section 18 and the NW1/4 Section 17, Township 24, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and recorded November 11, 2017 as 2017-013484.

EXHIBIT 4

(Map of Proposed Easement)

