



2021-015278
Klamath County, Oregon
10/12/2021 09:32:01 AM
Fee: \$107.00

After recording return to:
Klamath Cascade Group
c/o Bob Stewart
9202 St. Andrews Circle
Klamath Falls, OR 97603

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT ("Agreement") is given by and between Klamath Cascade Group LLC, a limited liability company organized under the laws of the State of Oregon ("Grantor") and Klamath Falls RV Resort, LLC, a limited liability company organized under the laws of the State of Oregon ("Grantee"). The effective date of this Agreement shall be the date on which it is last signed ("Effective Date"). The consideration is \$0.00 but consists of other good and valuable consideration.

RECITALS

- A. Grantor is the owner of that real property identified as map and tax lot 38090-01800-00708 (2021), Klamath County, Oregon, which property is more specifically described as follows ("Grantor Property"):

Parcel 2 Land Partition 12-18, being a replat of Parcels 1 and 2 of Land Partition 20-09 situated in the SE1/4 of Section 18, Township 38 South, Range 09, East of the Willamette Meridian, Klamath County, Oregon, and recorded May 16, 2019 as Instrument No. 2019-005508, Klamath County Records.

- B. Grantee is the owner of that real property identified as map and tax lot 38090-01800-00707 (2021), Klamath County, Oregon, which property is more specifically described as follows ("Grantee Property"):

Parcel 1 Land Partition 12-18, being a replat of Parcels 1 and 2 of Land Partition 20-09 situated in the SE1/4 of Section 18, Township 38 South, Range 09, East of the Willamette Meridian, Klamath County, Oregon, and recorded May 16, 2019 as Instrument No. 2019-005508, Klamath County Records.

- A. The parties agree that Grantee shall have a temporary easement over the Grantor Property for temporary emergency access, on the terms and conditions provided herein.

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AGREEMENT

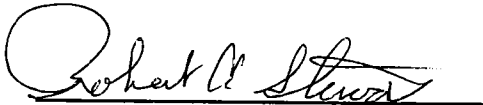
The parties agree to the following terms and conditions:

1. Recitals. The text in the Recitals preceding this Section 1 is true and correct, and is hereby incorporated as a material part of this Agreement.
2. Grant of Easement. Grantor hereby conveys to Grantee a nonexclusive easement appurtenant for emergency alternative (non-primary) access on the Grantor Property, for the benefit of the Grantee Property ("**Easement**"). The Grantee may improve the Grantor Property with a non-paved (i.e. graveled) road, as well as any wayfinding, signage or other road-related improvements approved in writing by Grantor (which approval may be withheld in Grantor's sole discretion), for the limited and exclusive purpose as described in the preceding sentence. Grantee shall maintain the Easement at all times in a clean condition, free and clear of debris, garbage, and other blight.
3. Termination. This Agreement (including the Easement provided herein) shall automatically terminate without further action by either party upon the earlier of: (a) Grantor's conveyance in fee of the Grantor Property to any third party, with or without consideration, or (b) on the two-year anniversary of the Effective Date. Upon termination, this Agreement shall be null and void, and shall not further encumber the Grantor Property.
 - a. Condition upon Termination. Upon termination of this Agreement, Grantee shall immediately remove from the Easement area all improvements except the road (if any) itself, unless Grantor consents to Grantee leaving such other or additional improvements. At termination, Grantor shall be deemed the owner of all improvements described in the previous sentence, free of any claim whatsoever of Grantee.
4. Compliance with Laws. Grantee shall comply with all applicable federal, state, and local laws, rules and ordinances in exercising the rights provided herein.
5. Indemnification. Grantee shall indemnify and hold Grantor free and harmless from and against any and all claims, liability, losses (actual or consequential), including Grantor's reasonable attorney fees, associated with or arising from Grantee's use of the Easement, or the use of the Easement by any third parties, including but not limited to licensees and invitees of Grantee, or Grantee's exercise of any rights provided in this Agreement.
6. Liability Insurance. Grantee shall at all times, at Grantee's expense, keep in effect and deliver upon request to the Grantor general liability insurance policy or policies against all liability for damages to person or property occurring on or about the Easement.

Such policy or policies shall have a combined single limit of not less than \$500,000 per occurrence, with a \$1,000,000 aggregate limit.

7. Enforcement. In the event suit, action or proceedings are instituted or had to enforce the terms of this Agreement, or to protect, assert or determine in any way either party's rights under this Agreement, the party prevailing on an issue shall be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in preparation or in prosecution or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.
8. Further Documents and Assurances. At any time and from time to time after the Effective Date, each party shall, upon request of another party, execute, acknowledge and deliver all such further and other assurances and documents, and will take such action consistent with the terms of this Agreement, as may be reasonably requested to permit each party to enjoy its rights and benefits hereunder, including but not limited to the execution of any document(s) sufficient to remove this Agreement as an encumbrance on the Grantor Property upon termination.
9. Encumbrances of Record. Grantee accepts this Agreement, including the Easement provided herein, subject to all matters of record.
10. Binding on all Successors. This Agreement is binding on the parties' successors, assigns, personal representatives, trustees, lessees, shareholders, directors, and representatives to the same extent as if such successors *et al.* were each named in this document.

GRANTOR:



Klamath Cascade Group LLC

By: Robert Stewart, Manager

Date:

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GRANTEE:

Klamath Falls RV Resort, LLC

By: Chad Ross, Member

Printed:

STATE OF Oregon)
COUNTY OF Klamath)ss.

This instrument was acknowledged before me on 10 / 7 , 2021,

by Robert Stewart,
Manager of Klamath Cascade Group LLC.

Lisa Legget-Weatherby



Notary Public for Oregon
My commission expires: 10/1/2023

STATE OF _____)
COUNTY OF _____)ss.

This instrument was acknowledged before me on _____ , 2021

by Chad Ross, member
Klamath Falls RV Resort, LLC.

Notary Public for _____
My commission expires: _____

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GRANTOR:

GRANTEE:

Klamath Cascade Group LLC
By: Robert Stewart, Manager
Date:

Klamath Falls RV Resort, LLC
By: ~~Chad Ross~~, Member Jimmy Michael
Printed: Jimmy Michael

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STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021,

by Robert Stewart,
Manager of Klamath Cascade Group LLC.

Notary Public for _____
My commission expires: _____

STATE OF Washington)
)ss.
COUNTY OF Klickitat)

Brian Enstad

This instrument was acknowledged before me on 10/6, 2021

Jimmy Michael
by ~~Chad Rose~~, member
Klamath Falls RV Resort, LLC.



Notary Public for Washington
My commission expires: 10/9/23