



07/13/2022 11:52:24 AM

Fee: \$107.00

After Recording Return to:
Rhine Cross Group, LLC
112 N. 5th Street – Suite 200
Klamath Falls, OR 97601

Cross Access Agreement

Parties

Klamath Falls RV Resort LLC (KFRV) as to property legally described as: Parcel 1 of Land Partition 12-18, Klamath County, Oregon, and

Klamath Cascade Group LLC (KCG) as to property legally described as: Parcel 2 of Land Partition 12-18, Parcel 3 of Land Partition 20-09, and Parcels 1 and Parcel 2 of Land Partition 104-06, Klamath County Oregon

Recitals

KFRV and KCG wish to grant to each other and receive from each other a 20' wide private cross access easement for mutual benefit and use by said parties for an emergency access road that links Dan O'Brien Way on the south with ESI Way to the north as shown on attached Exhibit B

Grant

Therefore, in consideration of mutual benefits derived by the Parties, the receipt and sufficiency of which are acknowledged, KFRV and KCG agree as follows:

1. Grant of Easement.

KFRV grants to KCG, for the benefit of the Parcel 2 of Land Partition 12-18, Parcel 3 of Land Partition 20-09 and Parcels 1 and 2 of Land Partition 104-06, a private, perpetual, nonexclusive easement (the "Easement") over and across a 20- foot wide strip of land situated on the KFRV Tract, with said strip of land described in Exhibit A, and depicted on Exhibit B (the "Easement Area"). This grant of Easement is made subject to all exceptions to title on file or of record in the Official Records of Klamath County, Oregon.

KCG grants to KFRV, for the benefit of the Parcel 1 of Land Partition 12-18, a private, perpetual, nonexclusive easement (the "Easement") over and across a 20- foot wide strip of land situated on the KFRV Tract, with said strip of land described in Exhibit A, and depicted on Exhibit B (the "Easement Area"). This grant of Easement is made subject to all exceptions to title on file or of record in the Official Records of Klamath County, Oregon.

2. **Easement Use.**

The Easement will be used solely for emergency vehicular access to and from the subject properties for access to the public right of ways of ESI Way and Dan O'Brien Way. Use of the Easement Area will be restricted to emergency services (Fire, EMT, Police) needing access to or from the subject properties owned by KFRV and KCG, its successors in ownership of the Grantee Tract, and their tenants, invitees, agents, successors, and assigns (Grantee and the foregoing parties are collectively referred to as, the "Users"), with said use being in common with use of the Easement Area by the owner of the Grantor Tract, its successors in ownership of the Grantor Tract, and their tenants, invitees, agents, successors, and assigns. Grantor or Grantee may install locked gates or locked removable bollards across the easement area at the shared property line or public right of way line provided the locking mechanism has an approved emergency access key (Knox Box or other approved emergency entry). The Parties agree that they shall not park any vehicles in the Easement Area.

3. **Reserved Rights.**

Grantor reserves the right to install utilities, cables, landscaping, signage, gravel, concrete and asphalt surfaces, and other improvements in the Easement Area from time to time, together with the right to grant to third parties any such reserved rights, as long as such use does not unreasonably interfere with Grantee's permitted uses of the Easement Area.

4. **Nature of Easement.**

The Easement granted herein is appurtenant to, and for the benefit of, the Grantee Tract, burdens the Grantor Tract, and shall run with the land. Any conveyance of fee title to the Grantee Tract will include a conveyance of this appurtenant Easement, whether or not the Easement is specifically identified in the conveyance instrument.

5. **Maintenance; Repair.**

Grantor and Grantee shall maintain and repair the Easement Area in accordance with ORS 105.175 – 105.185.

6. **No Dedication.**

Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public, or for any public use or purpose whatsoever.

7. **Indemnity; Attorney Fees.**

A. Grantee will indemnify and hold Grantor harmless from and against all claims, damages, losses, causes of action, costs, and expenses (including, without limitation, attorney fees), which may be asserted against or incurred by Grantor as a result of any act or omission of the Users related to the easement area.

B. Grantor will indemnify and hold the Users harmless from and against all claims, damages, losses, causes of action, costs, and expenses (including, without limitation, attorney fees), which may be asserted against or incurred by the users as a result of any act or omission of Grantor or its agents, contractors, employees, tenants, or invitees related to the easement area.

C. In the event of any litigation or other proceedings brought to enforce or interpret this Easement, the prevailing Party in such proceedings will be entitled to recover from the other Party the reasonable attorney fees and other costs incurred by the prevailing Party in the proceedings or any appeal therefrom.

8. **Successors.**

This Easement will be binding on, and inure to the benefit of, the owners of the Grantor Tract and the Grantee Tract and their successors in title.

9. **Relocation**

The owner of the Grantor Tract will have the right, at its option, to relocate the Easement Area to another course over and across the Grantor Tract from time to time, provided that: (i) Grantor provides Grantee with reasonable advance written notice of Grantor's intent to exercise the relocation option; (ii) Grantor pays all expenses associated with the relocation including, but not limited to, physical construction costs and documentation and recording of the Easement amendment, if needed, to effect such relocation; (iii) the relocated Easement Area provides comparable access to the Grantee Tract; and (iv) the Users are provided reasonable options for accessing emergency access to the public right of way during the period of time that the Easement Area is being relocated.

10. **Amendment.**

This Agreement may only be amended by written instrument executed by the then current owners of the Grantor and Grantee Tracts.

11. **No Partnership.**

None of the terms or provisions of this Easement will be deemed to create a partnership between or among the Parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary rights in any person who is not an owner of the Grantor or Grantee Tracts.

12. **Consents.**

Whenever the consent or approval of a Party is required to be given hereunder, such consent or approval will not be unreasonably withheld, delayed, or conditioned unless the provision in question expressly stipulates another standard of approval.

13. **Termination.**

This Easement may be terminated upon mutual agreement between the owners of record and the Local Emergency Services Authority (Fire Marshal) if alternate emergency access is provided to or from the subject properties in the form of a public roadway or other approved emergency access that eliminates the need for this easement area.

Agreement

Klamath Falls RV Resort, LLC (KDRV):

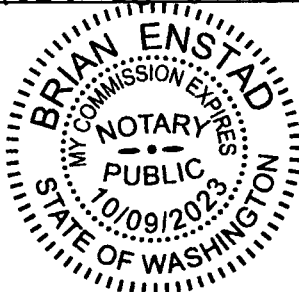
By: Kurtus A Ross

Name: Kurtus A Ross

Title: Authorized Manager

STATE OF Washington)
) ss.
County of Klickitat)

This instrument was acknowledged before me this 23 day of May,
2022, by Kurtus A. Ross, on behalf of Klamath Falls RV Resort LLC.



/s/ [Signature]
Notary Public for ~~Oregon~~ Washington
My commission expires: 10/9/2023

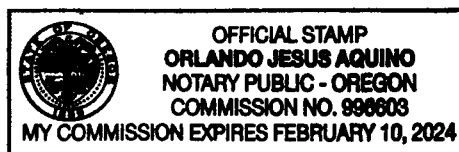
Klamath Cascade Group, LLC (KCG):

By: Robert Stewart

Name: Robert Stewart

Title: mgr.

STATE OF OREGON)
) ss.
County of KLAMATH)



This instrument was acknowledged before me this 25 day of MAY,
2022, by ROBERT STEWART, on behalf of KLAMATH CASCADE GROUP LLC

/s/ [Signature]
Notary Public for Oregon
My commission expires: 2/10/2024

EXHIBIT A

DESCRIPTION OF A 20' WIDE CROSS ACCESS EASEMENT

A strip of land being 20.00 feet wide, 10.00 feet on either side of the following described centerline located on Parcel 1 and Parcel 2 of Land Partition 12-18, and on Parcel 3 of Land Partition 20-09, as recorded in the Klamath County Surveyor's Office; situated in the SE1/4 of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, within the City of Klamath Falls, said centerline of easements being more particularly described as follows:

Commencing at a point marking the Northwestern Corner of Parcel 2, Land Partition 12-18, said point being on the southerly right of way line of ESI Way; thence 31.70 feet along the southerly right of way line of ESI Way on a 1036.83' radius curve to the right, through a central angle of 01°45'06" (the long chord of which bears North 43°26'22" West, 31.69 feet) to the **true point of beginning** of this easement description; thence leaving said southerly right of way line of ESI Way South 47°40'11" West, 10.78 feet; thence 43.20 feet along a 30.00' radius curve to the left, through a central angle of 82°30'46" (the long chord of which bears South 06°25'28" West, 39.51 feet); thence 57.72 feet along a 150.00' radius curve to the right, through a central angle of 22°02'49" (the long chord of which bears South 23°49'50" East, 57.40 feet); thence South 12°47'47" East, 175.66 feet; thence 176.61 feet along a 275' radius curve to the right, through a central angle of 36°47'46" (the long chord of which bears South 05°36'06" West, 173.59 feet) to a point on the northerly line of said Parcel 1 of Land Partition 12-18; thence continuing 61.11 feet along a 275' radius curve to the right, through a central angle of 12°43'57" (the long chord of which bears South 30°21'58" West, 60.99 feet); thence 240.19 feet along a 300.00' radius curve to the left, through a central angle of 45°52'20" (the long chord of which bears South 13°47'46" West, 233.82 feet); thence South 09°08'24" East, 74.81 feet; thence 61.30 feet along a 200.00' radius curve to the left, through a central angle of 17°33'37" (the long chord of which bears South 17°55'12" East, 61.06 feet); thence South 26°42'01" East, 133.75 feet; thence 51.96 feet along a 80.00' radius curve to the right, through a central angle of 37°12'46" (the long chord of which bears South 08°05'38" East, 51.05 feet); thence South 10°30'46" West, 43.89 feet; thence 166.62 feet along a non-tangent 664.38' radius curve to the left, through a central angle of 14°22'10" (the long chord of which bears South 88°32'18" East, 166.19 feet); thence North 83°27'21" East, 109.88 feet; thence 160.16 feet along a 500.00' radius curve to the left, through a central angle of 18°21'09" (the long chord of which bears North 74°16'46" East, 159.47 feet); thence North 65°06'12" East, 115.85 feet; thence 51.93 feet along a 500.00' radius curve to the right, through a central angle of 05°57'03" (the long chord of which bears North 68°04'43" East, 51.91 feet); thence North 71°03'15" East, 75.81 feet; thence 159.43 feet along a 72.00' radius curve to the right, through a central angle of 126°52'04" (the long chord of which bears South 45°30'43" East, 128.80 feet); thence South 17°55'18" West, 31.67 feet to the northerly right of way line of Dan O'Brien Way and the end point of the centerline of this easement description, said ending point bears North 88°02'34" West, 84.57 feet from the Southeast Corner of Parcel 1, Land Partition 12-18.

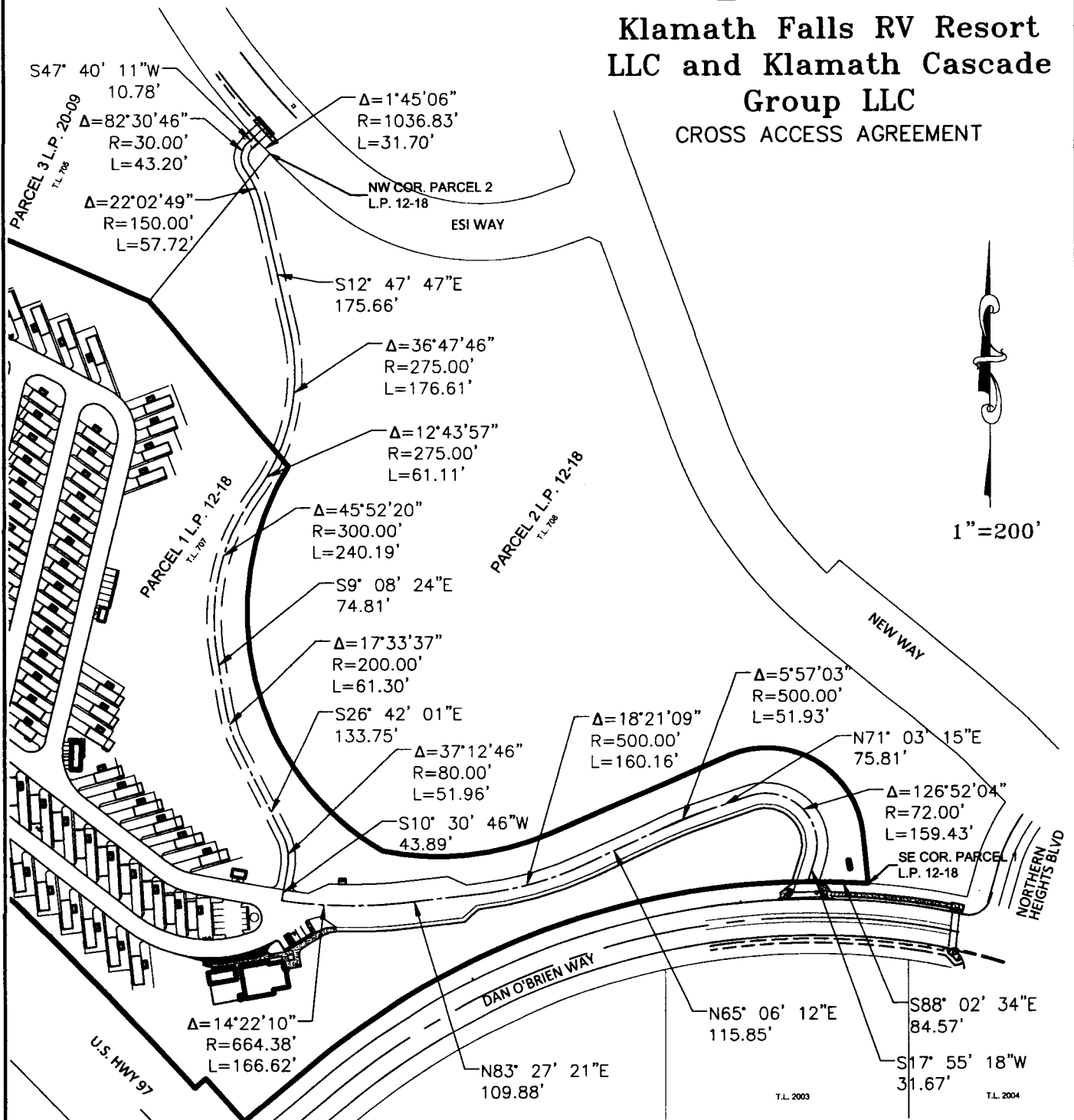
The side lines of said 20.00' wide easement shall be shortened or extended to terminate at the southerly right of way of ESI Way and the northerly right of way of Dan O'Brien Way.

Basis of Bearings is per the Oregon Coordinate Reference System (OCRS) Grants Pass – Ashland zone.

EXHIBIT B

Klamath Falls RV Resort LLC and Klamath Cascade Group LLC

CROSS ACCESS AGREEMENT



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Marcus D. Cross

OREGON
JULY 6, 2010
MARCUS D. CROSS
55506PLS

RENEWS: 12-31-2023

R-C
RHINE-CROSS
GROUP

RHINE-CROSS GROUP LLC

ENGINEERING - SURVEYING - PLANNING
112 N 5th ST - SUITE 200 - P.O. BOX 909
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