

1st 161503

ROADWAY EASEMENT

This Roadway Easement Agreement is made and entered into on the date last signed below by and between Regional Disposal Company, an Oregon general partnership, hereinafter Grantor, and Juanita S. Fairclo, formerly Goode, Keith D. Goode, Eileen M. Gibbons and Terry L. Schafer, individually, hereinafter referred to as Grantees, subject to the following terms, conditions and restrictions:

1. **Servient Property:** Regional Disposal Company, an Oregon general partnership is the owner and holds legal title to the following property over which this easement is impressed.

See Attached Exhibit "A"

2. **Dominant Property:** Juanita S. Fairclo, formerly Goode, Keith D. Goode, Eileen M. Gibbons and Terry L. Schafer are the owners and holders of legal title to the following property to which this easement appurtenant shall apply:

See Attached Exhibit "B"

3. **Roadway Easement Described:** Grantor conveys to Grantees, their heirs, successors and assigns, over the servient property described in paragraph 1 in favor of the dominant property described in paragraph 2 above a non-exclusive easement appurtenant, described in Exhibit "C", attached hereto and incorporated herein, for vehicular and pedestrian access and egress, together with the right to layout, construct, maintain, and replace roadway, curbs, gutters and sidewalks; and for the excavation and maintenance of appropriate slope, grade and landscaping thereon, as more fully provided herein.

4. **Construction, Installation and Maintenance:** Grantees covenant, that in the event they construct a road upon the easement, the road surface, whether compacted gravel, asphalt, or concrete, shall be constructed in a manner so as to avoid unreasonable displacement of soil, mud, or vegetation onto the surface of any asphalt or concrete roadway maintained by Grantor upon Grantor's property, and shall also provide reasonable and necessary interface between the roadway constructed by Grantee and any asphalt or concrete roadway of Grantor, so as to prevent unreasonable deterioration of the asphalt or concrete surface of Grantor's road.

a. In the layout, construction, maintenance, and replacement of any roadway, curbs, gutters, or sidewalks, Grantee shall comply with all laws, rules and regulations of Klamath County and of the State of Oregon regarding the design, construction and maintenance of all improvements within the easement.

b. Grantees shall provide lateral and subjacent support of all property within the easement to avoid landslides, mud slides or subsidence onto Grantor's retained property.

c. Grantors may reasonably restrict Grantees layout, construction or development of the roadway, curb, gutters, slope and landscaping so as not to unreasonably interfere with Grantor's use of the servient property. Prior to use of the easement for vehicular access and egress, Grantee shall construct the road surface in accordance with paragraph 4 above.

d. Grantees shall not unreasonably interfere with Grantor's access and egress, or the use and enjoyment of Grantor's property, including the roadway over which this easement shall pass.

e. Grantees shall provide construction plans to Grantors prior to commencement of construction and provide reasonable notice to Grantors of the course, scope and dates of construction.

f. Grantees shall comply with all laws regarding the dispersion of waters or drainage in that portion of the easement being developed.

5. Subdivision: The dominant property is zoned industrial, and all parties acknowledge the probable future development of the dominant property for industrial purposes. In the event all or any portion of the dominant property is partitioned or subdivided, each resulting parcel shall be allowed full and complete use of the easement created by this agreement. The parties acknowledge that the dominant property may be partitioned, subdivided, or improved in the future and intend for the easement created by this document to allow full use of the easement for ingress and egress by any parcel located within the dominant property.

6. Consideration: The consideration for the grant of this easement is the fulfillment of covenants contained within a purchase and sale agreement between Grantors and Grantees, covering the servient property, and also the sale of the servient property from Grantees to Grantors.

7. Attorney's Fees: In the event either party to this easement, their heirs, successors or assigns initiates suit or action to construe or enforce the terms of this easement agreement, or seek declaratory judgment of the rights and responsibilities thereof, including without limitation any equitable remedies, the prevailing party shall be entitled to recover from the other, such sum as the court or arbitrator may adjudge a reasonable attorney's fees, on trial or appeal in such suit or action, including without limitation, any and all expert witness fees, accountants fees, costs and disbursements reasonably incurred, whether they are of the type normally included under ORCP Rule 68.

8. Term of Easement: The easement and covenants above described are appurtenant to the properties owned by the parties described herein. Each shall be perpetual and benefitting and burdening the parties hereto, their heirs, successors and assigns.

02808

DATED this 13 day of ~~December~~ ^{January}, 200~~8~~⁴.

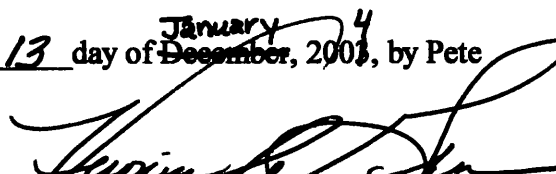
Regional Disposal Company, by W.J.R. Environmental Inc., its general partner, and Pete Keller, its vice president.



PETE KELLER, as Vice President of
Regional Disposal Company and as
Authorized Representative of its
General Partner, W.J.R.
Environmental Inc.

STATE OF ~~OREGON~~ ^{WASHINGTON})
) ss.
County of King)

SUBSCRIBED AND SWORN to before me this 13 day of ~~December~~ ^{January}, 200~~8~~⁴, by Pete Keller.



Notary Public for ~~Oregon~~ ^{Washington}
My Commission Expires: 7/12/04

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SEWER EASEMENT

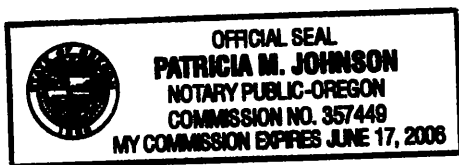
RDC TO FAIRCLO, GOODE, GIBBONS and SCHAFFER - PAGE 3 OF 7

DATED this 16 day of December, 2003.

Juanita S. Fairclo
JUANITA S. FAIRCLO

STATE OF OREGON)
) ss.
County of Klamath)

SUBSCRIBED AND SWORN to before me this 16 day of December, 2003 by Juanita S. Fairclo.



Patricia M. Johnson
Notary Public for Oregon
My Commission Expires: 6-17-2006

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ROADWAY EASEMENT

RDC TO FAIRCLO, GOODE, GIBBONS and SCHAFER- PAGE 4 OF 7

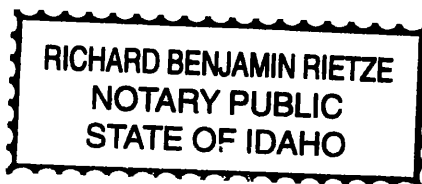
02810


DATED this 13 day of December, 2003.


KEITH D. GOODE

STATE OF IDAHO)
County of Canyon) ss.

SUBSCRIBED AND SWORN to before me this 13th day of December, 2003 by Keith D. Goode.




Notary Public for Idaho
My Commission Expires: Nov 26, 2008

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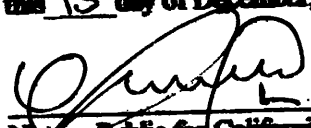
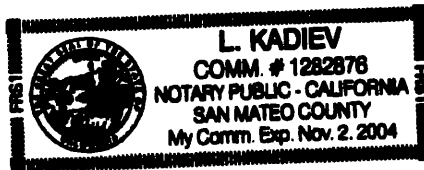
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ROADWAY EASEMENT

RDC TO FAIRCLO, GOODE, GIBBONS and SCHAFER- PAGE 5 OF 7

02811

DATED this 13 day of December, 2003.
EILEEN M. GIBBONSSUBSCRIBED AND SWORN to before me this 13th day of December, 2003 by Eileen
M. Gibbons.
L. KADIEV
Notary Public for California
My Commission Expires: Nov. 2, 2004

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ROADWAY EASEMENT

RDC TO FAIRCLO, GOODE, GIBBONS and SCHAFER- PAGE 6 OF 7

02812

DATED this 15th day of December, 2003.


TERRY L. SCHAFER

STATE OF OHIO)
) ss.
County of Washington

SUBSCRIBED AND SWORN to before me this 15th day of December, 2003 by Terry L. Schafer.


Bernadette Marie Miller
Notary Public for Ohio
My Commission Expires: 11/17/04



02813

Exhibit "A"

Real property in the County of , State of Oregon, described as follows:

Parcel One: A parcel of land situated in the NE 1/4 SW 1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and being a portion of Ewauna Park Subdivision according to the official plat thereof on file in the office of the Klamath County Clerk, more particularly described as follows:

Beginning at a point on the Easterly right of Way line of Tingley Lane (formerly Manzanita Way), said point being the intersection of said Easterly line with the South right of way line of Birch Street (now vacated of said Ewauna Park Subdivision; thence S. 70°19'42" E. along the South right of way line of said vacated Birch Street, a distance of 191.00 feet to a point; thence N. 19°40'18" E. perpendicular to the said South right of way line, a distance of 50.00 feet to a point on the North right of way line of said vacated Birch Street; thence S. 70°19'42" E. along said North right of way line, a distance of 325.34 feet to a point on the East line of the NE 1/4 SW 1/4 of said Section 9, said point being S. 00°06'02" W. 561.65 feet from the Northeast corner of said NE 1/4 SW 1/4; thence S. 00°06'02" W. along said East line of the NE 1/4 SW 1/4, a distance of 477.59 feet to the southeast corner of Lot 1, Block 20 of said Ewauna Park Subdivision; thence N. 70°19'42" W., along the southerly lines of the following Lots; Lot 1 of Block 20, Lots 10 and 17 of Block 18 and Lots 8, 9, and 10 of Block 15, a distance of 676.32 feet to the Southwest corner of said Lot 8 ; thence N. 19°40'18" E. along the West line of Block 15 a distance of 400.00 feet to the Point of Beginning; containing 5.94 acres more or less.

EXHIBIT "B"

The following property located in Klamath County, Oregon:

The following parcels are located in Ewauna Park:

Block 14: Lots 1 thru 15 and 17 thru 26

Block 18: Lots 11 thru 16

Block 19: Lots 1 thru 13

Block 20: Lots 1 thru 13

Block 21: Lots 1 thru 5

Block 22: Lots 1, 2, 3, 4, 21 and 22

Block 27: Lots 1 and 2

Saving and excepting any portion lying within the Southside ByPass.

S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. Excepting therefrom that tract conveyed to Oregon Water Corporation by Deed recorded January 30, 1955 in Book 280 at page 492, Deed Records of Klamath County, Oregon.

Also, That portion of the NE $\frac{1}{4}$ of Section 16, Township 39 South, Range 9 E.W.M. lying Easterly of the right of way of the Southside Bypass, except the following: E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 16; and that certain tract of land conveyed to James Wells Hunt and wife, by deed dated and recorded April 6, 1954 in Deed Record 266 on page 259, described as follows: a tract of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 16 lying adjacent to the West right of way of the County Road known as Washburn Way, described as follows: Beginning South $0^{\circ}11'$ West 427.42 feet and South $89^{\circ}57'$ West 30.0 feet from the initial point described on the plat of "Altamont Small Farms", said initial point being South $0^{\circ}06'$ East 1344 feet from the Northwest corner of Section 15 in said Township and Range; thence South $89^{\circ}57'$ West 178.71 feet; thence South $0^{\circ}11'$ West 208.71 feet; thence North $89^{\circ}57'$ East 178.71 feet; thence North $0^{\circ}11'$ East 208.71 feet to the point of beginning. Also excepting that portion acquired by the State of Oregon by and through its Department of Transportation under stipulated Final Judgment, docketed June 8, 1987, Case No. 85-750 CV, in the Circuit Court of the State of Oregon for Klamath County, Oregon. And also excepting that portion deeded to Klamath County in Deed Volume M-96 on page 26133, records of Klamath County, Oregon.

EXHIBIT "C"

A strip of land situated in the NE1/4 SW1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, for the purpose of access to Parcel 2 of Land Partition 10-03 as recorded at the office of the Klamath County Clerk. Strip of land is to be 60 feet in wide lying 30 feet on each side of the following described line:

Beginning at a point on the easterly right of way line of Tingley Lane (formerly Manzanita Way), said point bears North 46°24'23" East, 2856.09 feet from a Klamath County brass cap marking the southwest corner of said Section 9; thence South 70°19'42" East, 140.00 feet; thence South 19°40'18" West and parallel with said easterly right of way, 155.44 feet to a point on the northerly right of way line of Cedar Drive as dedicated to the public on Ewauna Park Subdivision, as recorded at the office of the Klamath County Clerk. Said point being the point of terminus which bears North 15°51'00" West, 1838.87 feet from the South 1/4 corner of said Section 9.

The side lines of said 60 foot easement are to be extended or shortened to meet at angle points and to terminate at the easterly right of way of Tingley Lane and the northerly right of way of Cedar Drive. Containing 0.39 acres, more or less.