

2014-009116

Klamath County, Oregon

09/03/2014 09:08:05 AM

Fee: \$72.00

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of this 29 day of August 2014, by and between Running Y Development, LLC, a Delaware limited liability company with a mailing address of PO Box 1215, Redmond, OR 97756, hereinafter referred to as "**Grantor**", and Running Y Environmental, LLC, a Delaware limited liability company with a mailing address of 5115 Running Y Road, Klamath Falls, OR 97601, hereinafter referred to as "**Grantee**".

RECITALS:

Grantor is the owner of that certain real property located in Klamath County, Oregon, commonly described as a Running Y Ranch golf course parcel and legally described on **Exhibit A** attached hereto ("**Golf Course Parcel**").

Grantee has certain equipment and facilities located on a portion of the Golf Course Parcel, generally as shown on the map attached as **Exhibit B** for the purpose of providing sewer collection services to various property owners in Running Y Ranch, Klamath County, Oregon.

Grantee desires to exercise certain rights and privileges across, under and upon the Golf Course Parcel and has requested from Grantor an easement to secure such rights and privileges, and Grantor is willing to grant such easement upon the terms and conditions contained in this Easement Agreement.

NOW, THEREFORE, Grantor hereby grants unto the Grantee, an easement over, under, and across an approximate 20' x 20' area, plus an 8' wide strip of land improved with a paved path, both of which are located on the Golf Course Parcel and are referred to herein as the "**Easement Area**", which area is generally as shown on the attached "**Exhibit B**", to provide ingress and egress to, as well as to inspect, repair, maintain, renew, and alter, the sewage lift station and related facilities necessary to provide sewer collection service to its utility company customers.

Subject to obtaining prior written approval of Grantor, which approval may not be unreasonably withheld, conditioned or delayed, Grantee, at its sole cost and expense, may trim or remove brush, trees, shrubs, or objects within the Easement Area that interfere with the construction, maintenance and operation of said utility services. A failure of Grantor to respond within three (3) business days of Grantee's request to conduct such trimming or removal shall be deemed approval.

Further, Grantee agrees that any disturbance to the Easement Area or adjacent landscaping, bike paths, golf course improvements, ingress and egress routes and any other areas caused by Grantee, its subcontractors, representatives or assigns shall be promptly and completely repaired, re-vegetated, and/or reconstructed by Grantee to the pre-existing condition of said disturbance areas at Grantee's sole cost and expense.

Grantee agrees to perform all work in a good and workmanlike manner and shall use reasonable efforts to try to minimize excess noise or other interference with Grantor's use of the Golf Course Parcel.

Grantee agrees to indemnify and hold Grantor harmless from any liability, suit, settlement or judgment and related attorneys' fees and expenses to the extent arising out of the negligence of Grantee, its employees, agents and contractors' in using the Easement Area.

\$72.00

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid and has a good and lawful right and power to convey this easement.

This easement agreement will enure to and be binding upon Grantor's and Grantee's respective successors and assigns and may be recorded in the public records where the Easement Area is located.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

RUNNING Y DEVELOPMENT, LLC,
a Delaware limited liability company

GRANTEE:

RUNNING Y ENVIRONMENTAL, LLC,
a Delaware limited liability company

Name: [Signature] Simon Hallgarten
Title: Authorized Signatory

Name: [Signature] Simon Hallgarten
Title: Authorized Signatory

(GRANTOR ACKNOWLEDGMENT)

STATE OF Connecticut)
) ss. Westport
County of Fairfield)

This instrument was acknowledged before me on August 29th, 2014, by Simon Hallgarten, as Authorized Signatory of RUNNING Y DEVELOPMENT, LLC, a Delaware limited liability company, on its behalf.

[Signature]

Notary Public

My commission expires: 11/30/15

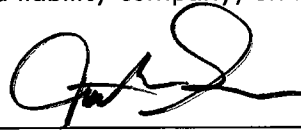
Commission No.: 15 7495

Catherine Smeriglio
Notary Public - Connecticut
My commission expires 11/30, 2015

(GRANTEE ACKNOWLEDGMENT)

STATE OF Connecticut)
) ss. Westport
County of Saint Fred)

This instrument was acknowledged before me on August 29th, 2014, by
Simon Hallgarten, as Authorized Signatory of
RUNNING Y ENVIRONMENTAL, LLC, a Delaware limited liability company, on its behalf.



Notary Public

My commission expires: 11/30/15

Commission No.: 157495

EXHIBIT A
GOLF COURSE PARCEL

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

PARCEL 1: (FUTURE DEVELOPMENT AND GOLF COURSE)

PARCEL 1 AND 2, LAND PARTITION 60-94, LOCATED IN SECTIONS 4, 5, 9 AND 10, TOWNSHIP 38 SOUTH RANGE 8 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 1.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 2.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 3.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 4.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 4, 1ST ADDITION.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 4, 1ST ADDITION REPLAT.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 4, 2ND ADDITION.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 4, 3RD ADDITION.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 4, 4TH ADDITION.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 5.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 6.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 6, 1ST ADDITION.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 6, 2ND ADDITION.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 6, 3RD ADDITION.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 6, 4TH ADDITION.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 7.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 8.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 9.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 10.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 11.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 11, 1ST ADDITION.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 12.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 12, 1ST ADDITION.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RUNNING Y RESORT, PHASE 13.

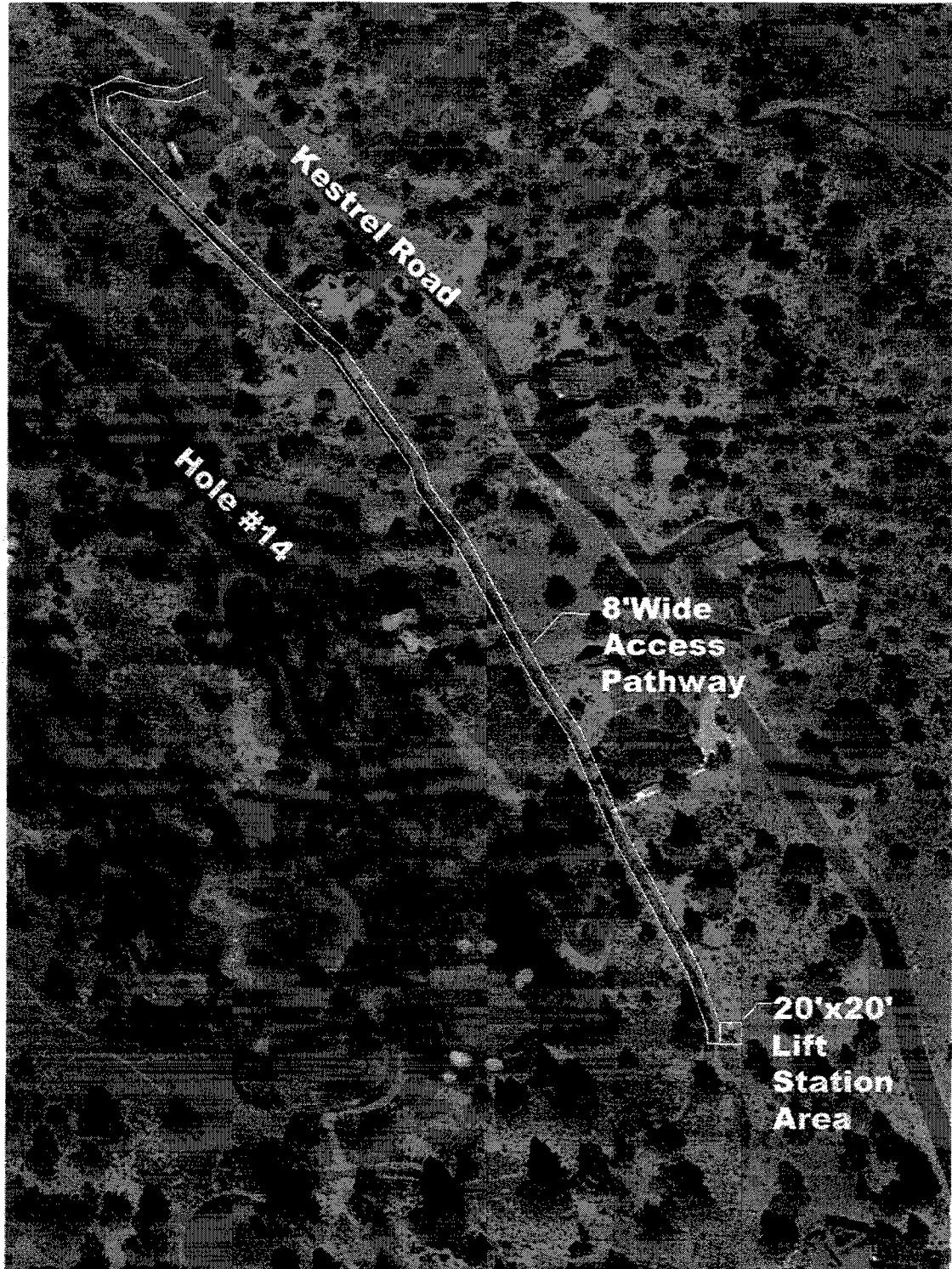
ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF RANCHVIEW ESTATES AND RANCHVIEW ESTATES 1ST ADDITION.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF ASPEN RUN, PHASE 1.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF LAND PARTITION 47-01, LOCATED IN THE SOUTH HALF OF SECTION 9, TOWNSHIP 38 SOUTH, RANGE 8 EAST WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN LAND PORTION 04-11 BEING A PORTION OF PARCEL 1, LAND PARTITION 69-06, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 SOUTH RANGE 8 RANGE 8 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXHIBIT B
Easement Area *



* The Easement Area consists of a 20' x 20' area on which the sewage lift station and related facilities are located, which is situated westerly of the rear property lines of Lots 745 and 746, plat of Running Y Resort, Phase 9, Klamath County, Oregon. The Easement Area also includes an 8' wide pathway extending northwesterly from the lift station area to Kestrel Road.