

2015-007020

Klamath County, Oregon



00172048201500070200040046

06/30/2015 12:39:01 PM

Fee: \$57.00

GRANTOR:

Lloyd V. Howard
7430 Tingley Lane, Klamath Falls, Or. 97601

GRANTEE:

Republic Industries Corporation
dba, Cross Roads Mobile Home Park
16340 Lower Harbor Rd., Suite 1 #351, Brookings OR 97415

After recording, return to: GRANTEE

DRAINFIELD EASEMENT AGREEMENT

This Agreement is made this 20th day of June, 2015, between Lloyd V. Howard, herein referred to as a GRANTOR and Republic Industries Corporation, dba Cross Roads Mobile Home Park, herein referred to as a GRANTEE.

The easement described herein is for the sole use of the GRANTEE, its heirs and assigns, for the mobile home park now or hereafter located upon the following described real estate situated in Klamath County, State of Oregon, to wit:

PARCEL 1

Beginning at a point which lies South 0 degrees 10' West along the Section line a distance of 375 feet from the Northwest corner of the SW 1/4 NW 1/4 of Section 21, Township 39 South, Range 9 East of the Willamette Meridian and running thence; North 88 degrees 50 1/2' East 300 feet to a point; thence South 0 degrees 10' West 265.6 feet to a point; thence North 0 degrees 10' East along said Section line 265.6 feet to the point of beginning.

PARCEL 2

Beginning at an iron pin which lies South 0°10' West along the Section line a distance of 238 feet and North 88°50 1/2' East parallel to the 40 line a distance of 300 feet from the Northwest corner of the SW1/4 NW1/4 of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, and running thence; continuing North 88°50 1/2' East a distance of 56 feet to a point; thence North 0°10' East a distance of 238 feet to a point on the 40 line; thence North 88°50 1/2' East along the 40 line, a distance of 279 feet to a point; thence South 0°10'

West a distance of 583.8 feet to a point; thence South 89°40' East a distance of 160 feet to a point; thence South 0°10' West a distance of 270 feet to a point in the centerline of Morningside Lane; thence South 88°50 1/2' West along the centerline of Morningside Lane a distance of 795 feet to a point on the West line of Section 21; thence North 0°10' East along the West line of Section 21 a distance of 217.4 feet to a point; thence North 88°50 1/2' East a distance of 300 feet to a point; thence North 0°10' East a distance of 402.6 feet, more or less to the point of beginning.

EXCEPTING THEREFROM that portion lying within Midland Road and Joe Wright Road.

in consideration of Forty Four Thousand Six Hundred and no/100s Dollars (\$44,600.00) of which Four Thousand Four Hundred Seventy and no/100s Dollars (\$4,470.00) is paid at the time of execution of this Agreement and the balance of Forty Thousand One Hundred Thirty and no/100s Dollars (\$40,130.00) to be due and payable prior to any construction of the drainfield covered by this Easement or the exercise of the First Right of Refusal relating to the property executed on the same date as this Agreement, and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, GRANTOR hereby conveys and warrants to GRANTEE the following easements:

A non-exclusive perpetual easement across, along, in, upon, and under GRANTOR'S real estate situated in Klamath County, State of Oregon, to wit:

That portion of Parcel No. 2 of Minor Land Partition 32-90 situated in the SE 1/4 of the NE 1/4 of Section 20 Township 39 South Range 9 East of the Willamette Meridian, in Klamath County Oregon, Consisting of 7.45 acres more or less. Excepting therefrom USBR C-4-E Lateral.

And by this reference made a part hereof for the purpose of installing, constructing, operating, maintaining, inspecting, removing, repairing, replacing, and using a septic tank and soil absorption system for the Mobile Home Park located on GRANTEE'S real estate (hereafter septic system); TOGETHER WITH the non-exclusive right of ingress to and egress from said property for the foregoing purposes.

The easement includes the following conditions and covenants which GRANTOR and GRANTEE hereby promise to faithfully and fully observe and perform:

1. COSTS AND EXPENSES

GRANTEE shall bear and promptly pay all costs and expenses of construction and maintenance of the septic system.

2. CONSTRUCTION AND MAINTENANCE

GRANTEE shall construct and maintain the septic system in accordance with all laws, regulations; and Department of Environmental Quality regulations, conditions; or specifications as directed by the Department of Environmental Quality.

3. PRIOR APPROVAL OF PLANS

Prior to the installation and/or alteration of any septic system by GRANTEE, plans for said construction and/or alteration shall be submitted to and approved by the Department of Environmental Quality.

4. WORK STANDARDS

All work to be performed by GRANTEE shall be in accordance with plans approved by the Department of Environmental Quality and shall be completed in a workman-like manner free of claims and liens. Upon completing construction or maintenance of the septic system, GRANTEE shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work, including restoration of any survey references or caps which were disturbed or destroyed.

5. PROTECTION OF SEPTIC SYSTEM

GRANTOR shall insure that no encroachments shall be made on the easement area, including but not limited to the following: placement of water, power or utility lines in the easement area, including underground sprinkler systems; driving, parking or paving over the easement area; planning or construction of buildings, utility lines or improvements except as permitted by applicable laws or regulations; or using the drainfield area in any fashion which hinders, disrupts or interferes with the use or proper functioning of the septic system. GRANTOR shall at all times have the right to occupy the easement area; provided, that use of the easement area by GRANTOR does not in any fashion hinder, disrupt or interfere with the use or proper functioning of the septic system.

6. ACCESS BY GRANTEE

GRANTEE shall have right of ingress and egress as may from time to time be necessary to insure the proper functioning of the septic system. Ingress into the easement area by the GRANTEE for any purpose herein shall be made as provided hereinor as the parties may otherwise agree. GRANTEE shall exercise its right under this section so as to minimize interference with GRANTOR'S use of the property.

7. COMMENCEMENT DATE

GRANTEE may not begin construction of the septic system until after the conclusion of 2016 crop year but shall begin construction no later than the end of the 2022 crop year. However, GRANTEE shall have the right to dig test holes sufficient to obtain approval for the septic system. GRANTEE shall coordinate with GRANTOR to have the test holes dug at a time between crop cuttings or after the 2015 or 2016 growing season so as to limit damage to crops or irrigation of crops. GRANTOR understands that there may be some minor crop damage resulting from digging the test holes.

holes JH 2/18

8. NOTICES

The GRANTEE shall give GRANTOR written notification of the original construction of the septic system at least 15 days prior to the commencement of construction. Notice for any inspection, repair

or replacement shall be reasonable under the circumstances.

9. LAND USE APPLICATIONS

The parties understand and agree that certain land use permits may be required to finalize this agreement, including, but not limited to a partition of the approximately 7.45 acres and a conditional use permit. GRANTEE shall be responsible for all filing the applications and all costs associated with those applications. GRANTOR shall cooperate with the filing of the applications. If any land use application required for the use of this drainfield easement is denied, then this easement shall terminate and GRANTEE shall have no obligation to pay the remaining amounts due. Any amounts previously paid shall be non-refundable.

10. SUCCESSOR INTERESTS

This easement and the rights and obligations herein shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

Lloyd V. Howard ^{6/20/15} JEFF GROOM FOR 6-20-15
GRANTOR DATE GRANTEE DATE
REPUBLIC
INDUSTRIES
CORPORATION

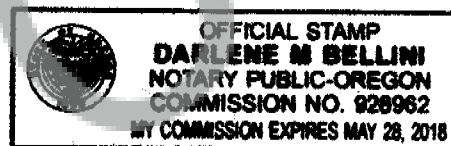
State of Oregon }
County of Klamath } ss.

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 25th day of June, 2015, personally appeared before me Lloyd V. Howard to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes wherein mentioned.

GIVEN under my hand and official seal the day and year last above written.

[Signature]
NOTARY PUBLIC in and for the State of Oregon

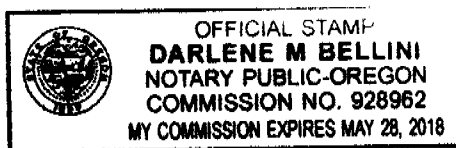
State of Oregon }
County of Klamath } ss.



BE IT REMEMBERED that on this 25th day of June, 2015, personally appeared before me Jeff Groom who is known to me to be the identical person described in and who executed the above instrument, and who acknowledged to me that he executed the same freely and voluntarily on behalf of Republic Industries Corporation. In witness whereof, I have hereunto set my hand and affixed my seal this day and date written above.

GIVEN under my hand and official seal the day and year last above written.

DRAINFIELD EASEMENT - Page 4



[Signature]
NOTARY PUBLIC in and for the State of Oregon