

SHARED ROAD AND UTILITY MAINTENANCE AGREEMENT

DATE: 4/28, 2021

PARTIES: After recording return to:
A+ Land Company, LLC ("A+ Land")
an Oregon limited liability company
13751 Hill Road
Klamath Falls, OR 97603

Matthew Howard and Denise Howard (collectively "Howard")
6563 Jake Road
Klamath Falls, OR 97601

RECITALS

- A. Howard is the beneficial owner of Parcel 1 of LP 45-17, being a replat of Parcel 2 of LP 47-08 in the NE 1/4, Section 32, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon (the "Howard Property").
- B. A+ Land is the owner of Parcels 2 and 3 of LP 45-17, being a replat of Parcel 2 of LP 47-08 in the NE 1/4, Section 32, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon and the real property described on the attached Exhibit A (the "the A+ Land Property").
- C. A copy of LP 45-17 is attached hereto and incorporated herein as Exhibit B.
- D. Parcel 3 of LP 45-17 has a 60' flag strip to Hill Road with the intent of such 60' strip being to provide for a public street in the future. There is a 60' access and utility easement over the 60' flag strip to Hill Road to provide access to all of Parcels 1, 2, and 3 of LP 45-17 until a public street is created. The 60' access and utility easement is noted on the attached Exhibit B.
- E. The parties desire to enter into this shared maintenance agreement between the three parcels, so that any future owners will not only receive the benefit of the access and utility easement but will also be responsible for the equal costs of maintaining and repairing the access thereon.

AGREEMENT

WHEREFORE, for valuable consideration received, which is hereby acknowledged and subject to the conditions set forth in this agreement, it is mutually covenanted and agreed upon by the parties, on behalf of themselves and their respective heirs, successors, and assigns, as follows:

1. Howard, its heirs, successors, and assigns, shall be solely responsible for the maintenance, repair and replacement of its utility infrastructure, which solely serves the Howard Property and shall repair and pay for, at its sole expense, any damage done to the owner of Parcels 2 and 3 of LP 45-17 and such maintenance, repair, replacement and shall pay its proportionate

share of the cost of maintenance, repair, replacement, and improvement of the access easement as calculated, pursuant to the terms of paragraph 4 below.

2. A+ Land, as the owner of Parcel 2 of LP 45-17, its heirs, successors, and assigns, shall be solely responsible for the maintenance, repair and replacement of its utility infrastructure, which solely serves the A+ Land Property and shall repair and pay for, at its sole expense, any damage done to the owner of Parcel 1 of LP 45-17 and such maintenance, repair, replacement and shall pay its proportionate share of the cost of maintenance, repair, replacement, and improvement of the access easement as calculated, pursuant to the terms of paragraph 4 below.

3. A+ Land, as the owner of Parcel 3 of LP 45-17 and that real property described on the attached Exhibit A, their heirs, successors, and assigns, shall be solely responsible for the maintenance, repair and replacement of its utility infrastructure, which solely serves the A+ Land Property and shall repair and pay for, at its sole expense, any damage done to the owner of Parcel 1 of LP 45-17 and such maintenance, repair, replacement and shall pay its proportionate share of the cost of maintenance, repair, replacement, and improvement of the access easement as calculated, pursuant to the terms of paragraph 4 below.

4. **Division of Costs.** It is the intent of A+ Land to further divide Parcel 3 of LP 45-17 and the real property on the attached Exhibit A in the future. Such division will create additional parcels, which will receive the beneficial use of the 60' access and utility easement. Currently, the owners of Parcels 1, 2, and 3 of LP 45-17 shall equally share in the maintenance, repair and replacement of access easement. Should any of the parcels be further subdivided in the future, the shared costs of the maintenance, repair, and replacement of the access easement shall be calculated so that each parcel will receive a beneficial use of the access easement and shall share equally in the cost thereof.

5. In the event that any repair or replacement of access and utility easement is needed, the parties expressly agree to fully cooperate in allowing such repair or replacement to be made as soon as necessary. Equipment, equipment operators, and supplies can be obtained to make such repairs and replacement. The parties further agree to pay for or to arrange for the payment of their respective share of the costs of said repair or replacement as soon as reasonably possible.

6. **Notices.** If, in the opinion of any party, repair and/or replacement of the access and utility easement are necessary, written notice shall be provided to the other party, in writing, describing the maintenance, repair, or replacement to be undertaken and the cost thereof, if known. If the party receiving notice does not object, in writing, within fifteen (15) days of receipt of the notice, then the cost of said repair and/or replacement shall be divided equally between the parties.

7. **Access.** The parties agree and grant each other access over their respective parcels for the purposes of maintenance, repair and replacement of the access and utility easement.

8. **Fulfillment of Parties' Obligations.** In the event either party fails to fulfil their obligations under this Agreement, the other party may perform on behalf of the defaulting party and advance funds for the account of the defaulting party. Any funds so advanced will be a debt

of the defaulting party due to advancing party, bearing an interest rate of 9% per annum, which shall become immediately due and payable, with interest.

9. **Rights to Run with the Land.** The rights herein shall run with the land and will automatically transfer with the sale of the parties' real property. Neither this Agreement or any rights, interests, or obligations under this Agreement may be assigned by any party without the written consent of the other party. No further extension of rights to third parties to access or use the access and utility easement shall be made without the express written consent of the other party.

10. **Indemnification.** The owners of Parcels 1, 2, and 3 of LP 45-17 hereby agree and covenant to indemnify and defend the others from any loss, claim, or liability arising, in any manner, out of each party's respective use of the access and utility easement. All parties assume all risks arising out of their use of the access and utility easement and shall not be liable to the others for any condition existing thereon.

11. **Miscellaneous.**

11.1 **Binding Effect.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.

11.2 **Assignment.** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other parties, which consent will not be unreasonably withheld.

11.3 **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

11.4 **Electronic and Facsimile Signatures.** Electronic and facsimile transmission of any signed original document, and retransmission of any signed electronic or facsimile transmission (including pdf or any electronic signature complying with the U.S. Federal E-Sign Act of 2000, e.g. www.codusign.com). Such delivery will be the same as delivery of an original. At the request of any party, the parties will confirm electronic or facsimile transmitted signatures by signing an original document.

11.5 **Construction.** The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words include or including are used in this Agreement, they will be deemed to be followed by the words without limitation.

11.6 **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

11.7 **Further Assurances.** Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

11.8 Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

11.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

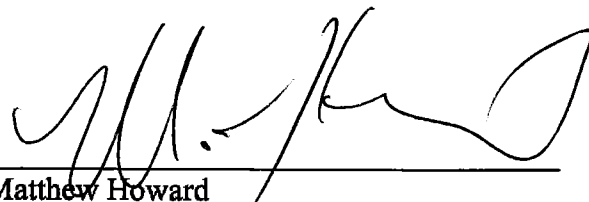
11.10 Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought against any of the parties in Klamath County Circuit Court of the State of Oregon.

11.11 Severability. If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

11.12 Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.


A- Land Company, LLC

By: Jerry J. Peacore
Its Authorized Member


Matthew Howard


Denise Howard

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

The N1/2 SE1/4; the SE1/4 SE1/4; the S1/2 NW1/4 in Section 32, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM all that portion described as follows:

A parcel of land being a portion of the property described in Volume M01, page 10209, Microfilm Records of Klamath County Oregon as situated in the S1/2 NW1/4 of Section 32, Township 39 South, Range 10 East of the Willamette Meridian, being more particularly described as follows:

Beginning at the N1/16 corner common to said Section 32 and Section 31, Township 39 South, Range 10 East of the Willamette Meridian; thence South 89°59'37" East a distance of 200.00 feet; thence South 48°54'19" West a distance of 264.11 feet to the West line of said Section 32; thence North 00°19'00" West along said section line a distance of 173.63 feet, more or less, to the point of beginning. Bearings being based on County Survey 2876.

Parcel 2:

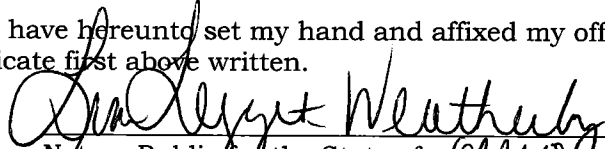
A parcel of land being a portion of the property described in Volume M04, page 35361 as situated in the NE1/4 of Section 31, Township 39 South, Range 10 East of the Willamette Meridian, being more particularly described as follows:

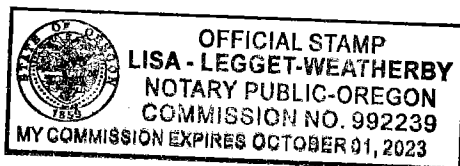
Beginning at a point on the East line of said Section 31 which bears South 00°19'00" East a distance of 173.63 feet from the N1/16 corner of said Section 31, said point being the True Point of Beginning; thence continuing South 00°19'00" East a distance of 518.30 feet to a point on the East right of way line of Hill Road; thence along the East right of way line of Hill Road 97.62 feet along the arc of a 3789.72 foot radius curve to the right, the long chord of which bears North 09°02'48" West a distance of 97.61 feet and having a delta angle of 1°28'33"; thence continuing along the East right of way line of Hill Road North 08°18'31" West a distance of 355.35 feet; thence continuing along the East right of way line of Hill Road 13.08 feet along the arc of a 3849.72 foot radius curve to the left, the long chord of which bears North 08°24'21" West a distance of 13.08 and having a delta angle of 0°11'41"; thence leaving said East right of way line of Hill Road North 48°54'19" East a distance of 87.24 feet, more or less, to the true point of beginning. Bearings being based on County Survey 2876.

State of Oregon ss

County of Klamath this 28 day of April, in the year 2021, before me, Lisa Legget-Weatherby, a Notary Public in and for said state, personally appeared Jerry J. Peacore, LLC known or identified to me to be the Managing Member in the Limited Liability Company known as JP ~~Member of~~ A+ Land Company LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

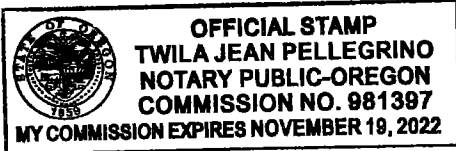
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for the State of Oregon
Residing at: Klamath
Commission Expires: 10/1/2023



State of Oregon } ss
County of Klamath }

On this 28 day of April, 2021, before me, Twila Jean Pellegrino, a Notary Public in and for said state, personally appeared Matthew Howard and Denise Howard, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Twila Jean Pellegrino
Notary Public for the State of Oregon
Residing at: Klamath County, Oregon
Commission Expires: 11-19-2022

A+ LAND COMPANY, LLC

A REPLAT OF PARCEL 2 OF LP 47-08
IN THE NE QUARTER SECTION 32,
TOWNSHIP 39 SOUTH, RANGE 10 EAST
WILLAMETTE MERIDIAN, CLATSOP COUNTY, OREGON
NARRATIVE

NARRATIVE

THIS SURVEY WAS COMPLETED AT THE REQUEST OF A+LAND COMPANY, LLC. THE PURPOSE OF THIS LAND PARTITION IS TO REPEAT PARCEL 2 OF LAND PARTITION 47-08 INTO THREE PARCELS AS SHOWN HEREON.

EASEMENTS

IN ADDITION TO THOSE SHOWN HEREON, THIS PLAT IS SUBJECT TO THE FOLLOWING EASEMENTS THAT ARE NOT SPECIFICALLY LOCATABLE FROM RECORD DATA (VOLUME AND PAGE REFERS TO DEED RECORDS OF CLATSOP COUNTY, OREGON)

1. EASEMENT AGREEMENTS RECORDED IN VOLUME W72, PAGE 10042 AND VOLUME W72, PAGE 10048 FOR MUTUAL ACCESS AND MINING RIGHTS.
2. ALL PARCELS OF THIS PLAT ARE BENEFICIARIES OF AN EASEMENT FOR INGRESS AND EGRESS RECORDED IN VOLUME M04, PAGE 88989.
3. IRRIGATION PIPE EASEMENT BENEFITTING PARCEL 2 OF LP 47-08, RECORDED IN DOCUMENT NO. 2012-2-000177.

DISTRICT CERTIFICATE

JOHN F. WOLF, MANAGER OF THE KLAMATH IRRIGATION DISTRICT, HEREBY CERTIFY THAT LAND PARTITION 45-17 IS INCLUDED WITHIN THE DISTRICT FOR PURPOSES OF RECEIVING SERVICES AND BEING SUBJECT TO THE FEES AND OTHER CHARGES OF THE DISTRICT.

JOHN F. WIFE
4-6-18
DATE

GEORGE RAJNUS, PRESIDENT OF THE KLAMATH BASIN IMPROVEMENT DISTRICT, HEREBY CERTIFY THAT LAND PARTITION 45-17 IS INCLUDED WITHIN THE DISTRICT FOR PURPOSES OF RECEIVING SERVICES AND BEING SUBJECT TO THE FEES AND OTHER CHARGES OF THE DISTRICT.

4/5/18

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES, INTEREST, PENALTIES, ASSESSMENTS, FEES OR OTHER CHARGES REQUIRED BY O.R.S. 92.095 HAVE BEEN PAID.

County Tax Collector 9/17/19 DATE

COUNTY APPROVALS

APPROVED BY: Mick Gallagher 4/12/2018
DATE
KLAMATH COUNTY PLANNING DIRECTOR

APPROVED BY: Mike Markin 4/12/2018
 MILWAUKEE COUNTY CLERK
 400

APPROVED BY: Sparks DATE: 4/10/18

FILED FOR RECORD THIS 17th DAY OF April, 2018.

Rachelle Long
COUNTY CLERK

[illegible]

SHEET 1 OF 1

DATE 01/20/2018

8343

DECLARATION

[illegible]

JERRY J. PEACORE
MEMBER

Maralea Peacore

MARALEA PEACORE
MEMBER

STATE OF (OREGON) }
COUNTY OF (KLAMATH) }

BE IT REMEMBERED ON THIS 9th DAY OF April, 2018,
PERSONALLY APPEARED BEFORE ME JERRY J. PEACORE AND 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 AS SUCH OFFICER ON BEHALF OF A+ LAND COMPANY, LLC.
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, DO HEREBY
CERTIFY THAT I AM A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, MY
COMMISSION EXPIRES ON 04/01/2020, AND I HAVE NOT BEEN DEPOSED OR
REMOVED FROM OFFICE. I AM NOT AWARE OF ANY OTHER INSTRUMENTS
EXECUTED BY THE ABOVE-NAMED PARTY OR PARTIES ON THIS DATE.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL
NOTARY SEAL, THIS DAY AND DATE WRITTEN ABOVE.

Commission #
945779

STATE OF OREGON) } ss.

E I REMEMBERED THAT ON THIS 07th DAY OF April, 2018,
PERSONALLY APPEARED BEFORE ME MARALEA PEACORE AND 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 AS SUCH OFFICER ON BEHALF OF A+ LAND COMPANY, LLC.

I, WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL NOTARY SEAL THIS DAY AND DATE WRITTEN ABOVE.


641505
9447502
COMMUNIST

Wiktie K. Reamy
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 12/01/15

SURVEYOR'S CERTIFICATE

DANIEL J. O'CONNOR, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, HEREBY CERTIFY THAT I HAVE PARTITIONED, PLATTED, THE LAND SHOWN AS LAND PARTITION 45-17, SITUATE IN THE NE1/4 OF SECTION 32, TOWNSHIP 39 SOUTH, RANGE 10 EAST WILLAMETTE MERIDIAN, CLATSOP COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2 OF LAND PARTITION 47-08, RECORDED JULY 24, 2009 IN INSTRUMENT 2009-010104 RECORDS OF KLAMATH COUNTY OREGON.


DANIEL J. O'CONNOR

DANIEL J. O'CONNOR

ADKINS
CONSULTING
ENGINEERING LLP

FILED
IN: THE OFFICE OF THE KLAMATH
COUNTY SURVEYOR THIS 6 DAY
OF MAY 2018

**CONSULTING
ENGINEERING, LLP**
335 Emplomat • Klamath Falls, Oregon 97603 • (541) 884-4866 • FAX (541) 884-5335
Oregon • California
FINAL LP #45-17
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