

2025-000460

Klamath County, Oregon

RECORDING COVER SHEET (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234



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01/23/2025 09:39:38 AM

Fee: \$122.00

*This space reserved for use by
Recording Office*

After recording return to: ORS 205.234(1)(c)

Brandsness, Brandsness & Rudd, P.C.

411 Pine Street

Klamath Falls, OR 97601

1. Title(s) of the transaction(s) ORS 205.234(1)(a)

Revocable Drainage Easement and License Agreement

2. Direct party(ies) / grantor(s) Name(s) ORS 205.234(1)(b)

Douglas P. Kintzinger

Kevin O. Lepard and Rebecca R.L. Lepard

Paul E. Lepard and Kaye D. Lepard

3. Indirect party(ies) / grantee(s) Name(s) ORS 205.234(1)(b)

Harbor Isles, LLC, an Oregon limited liability company

4. True and actual consideration:

ORS 205.234(1) Amount in dollars or other

\$.00

Other:

5. Send tax statements to:

ORS 205.234(1)(e)

Kevin O. Lepard and Rebecca R. L. Lepard, Trustees

2100 Fairmount

Klamath Falls, OR 97601

6. Satisfaction of lien, order, or warrant:

ORS 205.234(1)(f)

☐ FULL

☐ PARTIAL

7. The amount of the monetary obligation imposed by the lien, order, or warrant: ORS 205.234(1)(f)

\$

8. Previously recorded document reference:

9. If this instrument is being re-recorded complete the following statement:

ORS 205.244(2)

"Rerecorded at the request of

to correct

previously recorded in book and page , or as fee number ."

**REVOCABLE DRAINAGE EASEMENT AND
LICENSE AGREEMENT**

DATE: JANUARY 1, 20 25 (Effective Date)

PARTIES: Douglas P. Kintzinger ("Kintzinger")
444 6th Street
Lake Oswego, OR 97034

Kevin O. Lepard and Rebecca R. L. Lepard ("Lepard Family Trust")
Trustees of the Lepard Family Trust
2100 Fairmount
Klamath Falls, OR 97601

Paul E. Lepard and Kaye D. Lepard ("Lepard")
612 Devonshire
Sturgis, MI 49091

Harbor Isles, LLC ("Harbor Isles")
an Oregon limited liability company
601 Harbor Isles Blvd
Klamath Falls, OR 97601

RECITALS

A. Kintzinger is the owner of the real property in Klamath County, Oregon commonly described as Lot 1, TRACT 1275, being a replat of a portion of Lot 1, Block 1 of HARBOR ISLES – Tract 1209, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, (the "Kintzinger Property").

B. Lepard Family Trust is the owner of the real property in Klamath County, Oregon commonly described as Lot 2, TRACT 1275, being a replat of a portion of Lot 1, Block 1 of HARBOR ISLES – Tract 1209, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, (the "Lepard Family Trust Property").

C. Lepard is the owner of the real property in Klamath County, Oregon commonly described as Lot 3, TRACT 1275, being a replat of a portion of Lot 1, Block 1 of HARBOR ISLES – Tract 1209, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, (the "Lepard Property").

D. Kintzinger, Lepard Family Trust, and Lepard (collectively, "Grantors") are the record owners of the real property described above and have the unrestricted right to grant this drainage easement and license, hereinafter described relative to said parcels of real property.

E. Harbor Isles, ("Grantee"), is the owner of the Harbor Isles Golf Course generally bounded by Harbor Isles Blvd and Front Street in Klamath County, Oregon, and which is located to the east of Grantors property.

F. There is an existing buried drainage pipe ("Drainage Pipe") on Grantors' properties. The drainage pipe is not of public record and the parties desire to enter into this agreement to allow Grantee to temporarily leave the Drainage Pipe in its current location, pending Grantee's relocation of the same. Therefore, Grantors, and each of them, hereby grant and convey to Grantee, its heirs, successors, and assigns, a non-exclusive drainage easement and license across the property of the Grantors more particularly described as the Easterly 20 feet of the Lepard Property and Lepard Family Trust Property; the Northerly 5 feet of the Lepard Family Trust property and the Southerly 5 feet of the Kintzinger Property. The easement is more particularly described on the attached "Exhibit A."

TERMS OF DRAINAGE EASEMENT

1. Grantee, its agents, independent contractors, and invitees, shall use the drainage easement for drainage purposes only and to maintain and repair the existing Drainage Pipe upon the easement for the benefit of Grantee.

2. Grantors, and each of them, reserve the right to use and maintain their property and may grant use rights to third parties, so long as such rights do not materially interfere with the rights of Grantee. The parties shall cooperate during any period of joint use so each party's use shall cause a minimum of interference to the other; however, in case of conflict, Grantors right of use shall be dominant.

3. Grantee agrees to indemnify and defend Grantors, and each of them, from any loss, claim of liability to the Grantors arising in any manner out of Grantee's use of the drainage easement.

4. Grantee assumes all risks arising out of its use of the drainage easement and the Grantors shall have no liability to Grantee.

5. **Term of Easement.** This Agreement shall automatically terminate three (3) years from the Effective Date unless the parties agree, in writing, to the extension thereof or Grantors give Grantee a termination notice pursuant to paragraph 7 below.

7. **Termination of Easement Rights.** The Grantors shall have the right to terminate this Agreement by giving Grantee six (6) months' written notice (the "Termination Notice") of their intention to terminate this agreement. Should Grantee receive the Termination Notice, it shall remove the Drainage Pipe to the satisfaction of the Grantors. Any such removal shall be at Grantee's sole cost and shall leave Grantors' properties in as good or better condition as existed prior to such removal. Grantee shall cap the Drainage Pipe on the easterly side of Front Street upon removal of the same and shall provide proof of such disconnect to the Grantors satisfaction.

8. **Recording.** This Agreement shall not be recorded by either Grantors or Grantee in the real property records for Klamath County without the prior written consent of all the other parties to this Agreement.

9. **Miscellaneous.**

9.1 This Agreement may be amended only by an instrument in writing executed by all the parties.

9.2 **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.

9.3 **Electronic and Facsimile Signatures.** This Agreement may be executed via electronic or facsimile transmission in accordance with the provisions of the Uniform Electronic Transactions Act ("UETA") as codified in ORS Chapter 84 and 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.

9.4 **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.

9.5 **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.

9.6 **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.

9.7 **Attorney Fees.** If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

9.8 **Injunctive and Other Equitable Relief.** The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

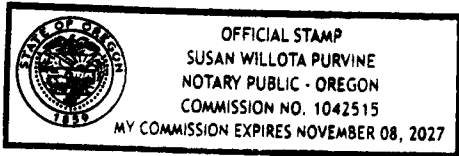
9.9 **Exhibits.** The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

9.10 **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.

Doug P. Kintzinger

County of Clackamas)

Personally appeared before me this 1st day of January, 2025, the above-named Doug P. Kintzinger, Grantor, and acknowledge the foregoing instrument to be his voluntary act.



Notary Public for Oregon
My commission expires: 11/08/2027

Kevin O. Lepard, as Trustee of the
Lepard Family Trust

Rebecca R. L. Lepard, as Trustee of the
Lepard Family Trust

County of Klamath) ss.
)

Personally appeared before me this ____ day of _____, 20____, the above-named Kevin O. Lepard and Rebecca R. L. Lepard, as Trustees of the Lepard Family Trust, Grantors, and acknowledge the foregoing instrument to be their voluntary act.

Notary Public for Oregon
My commission expires:

Doug P. Kintzinger

STATE OF OREGON)

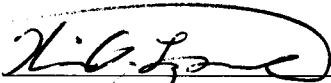
) ss.

County of Clackamas)

Personally appeared before me this ____ day of _____, 20____, the above-named Doug P. Kintzinger, Grantor, and acknowledge the foregoing instrument to be his voluntary act.

Notary Public for Oregon

My commission expires: _____



Kevin O. Lepard, as Trustee of the
Lepard Family Trust



Rebecca R. L. Lepard, as Trustee of the
Lepard Family Trust

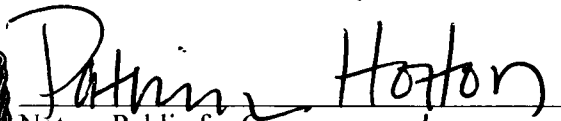
STATE OF OREGON)

) ss.

County of Klamath)

Personally appeared before me this 30 day of December, 2024, the above-named Kevin O. Lepard and Rebecca R. L. Lepard, as Trustees of the Lepard Family Trust, Grantors, and acknowledge the foregoing instrument to be their voluntary act.





Notary Public for Oregon

My commission expires: 18 January 2028

Paul E. Lepard
Paul E. Lepard

Kaye D. Lepard
Kaye D. Lepard

STATE OF MICHIGAN)
) ss.
County of St. Joseph)

Personally appeared before me this 30th day of December, 2024, the above-named Paul E. Lepard and Kaye D. Lepard, Grantors, and acknowledge the foregoing instrument to be their voluntary act.

DENISE K. COSTANTINO
Notary Public, Branch County, MI
My Commission Expires 11-30-2030
Acting in St. Joseph County, Michigan

Denise K Costantino
Notary Public for Michigan
My commission expires: 11-30-30

HARBOR ISLES, LLC

John Doherty, Authorized Member

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this ____ day of _____, 20____, the above-named John Doherty, Authorized Member of Harbor Isles, LLC, an Oregon limited liability company, Grantee, and acknowledge the foregoing instrument to be his voluntary act.

Notary Public for Oregon
My commission expires: _____

Paul E. Lepard

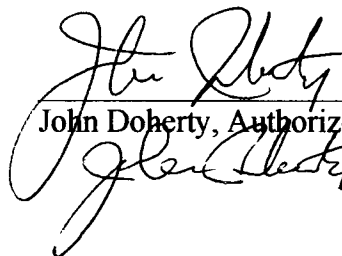
Kaye D. Lepard

STATE OF MICHIGAN)
) ss.
County of St. Joseph)

Personally appeared before me this ____ day of _____, 20____, the above-named Paul E. Lepard and Kaye D. Lepard, Grantors, and acknowledge the foregoing instrument to be their voluntary act.

Notary Public for Michigan
My commission expires: _____

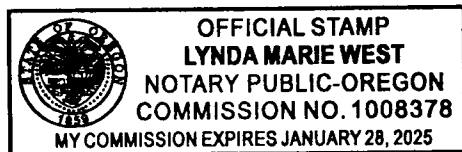
HARBOR ISLES, LLC

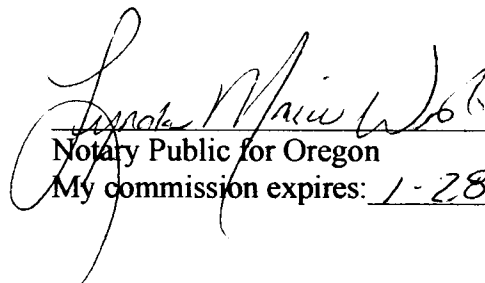


John Doherty, Authorized Member

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 30 day of December, 2024, the above-named John Doherty, Authorized Member of Harbor Isles, LLC, an Oregon limited liability company, Grantee, and acknowledge the foregoing instrument to be his voluntary act.





Notary Public for Oregon
My commission expires: 1-28-25

MAP TO ACCOMPANY CREATION OF DRAINAGE EASEMENT
NOVEMBER 2024



TRU SURVEYING LINE
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603