

**ROCK QUARRY LEASE AND
MINING and STOCKPILE AGREEMENT**

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OCT 18 2018

BRENDA PERCY COUNTY CLERK

By 1. PARTIES:

Clutter Properties, LLC
Jay Minor, Manager
 18300 S. Whitten Lane
 West Linn, OR 97068

"Owner"

and

GRANT COUNTY, OREGON
 a political subdivision of
 the State of Oregon
 27941 Lower Yard Road
 John Day, OR 97845

"County"

2. AGREEMENT. Clutter Properties, LLC, Jay Minor, hereinafter "Owner", of the following described property:

See Attached Exhibit "A"

Owner hereby grants to County rights to mine and remove all rock, aggregate material, and soil from said property during the term of this agreement and any extensions or to stockpile materials on said property from other locations.

3. TERM. The term of this agreement shall be for five (5) years commencing on the date hereof. County is granted the option to renew said agreement on such terms as may be agreeable to the parties upon notice given at least 120 days prior to expiration of the agreement term.

4. CONSIDERATION. a) Rent. County shall pay in advance an annual lease payment of \$1,800.00.

The first payment of this new agreement will be paid In Lieu of Rock removed from the pit, of equal value to the lease payment, in May 2019, and subsequent payments shall be due in May of each year.

b) Royalty. County agrees to pay Owner a royalty of \$0.40 per cubic yard, truck measure or stockpiled measured, for all materials mined at the described property, payable within 45 days from the date said material is stockpiled or removed from the premises, whichever shall occur first. The amount of this royalty may be renegotiated by the parties at any time, provided the party desiring to initiate renegotiation of the royalty gives written notice.

5. USE AND PURPOSE. The parties acknowledge that the purpose of this agreement is to provide County with a quarry site and storage site and a source of rock, aggregate, fill and paving material. County may use the property for rock excavation, crushing, aggregate manufacture and storage. County has the right to mine, quarry, and remove rock, mineral, aggregate, and other materials as necessary for its purposes during the term of this agreement.

Upon extraction, such material shall be deemed to belong to County, regardless of whether said material is immediately removed from the property or stockpiled for later use. County shall be entitled to install and operate such rock crusher and other equipment it deems necessary on the property, regardless of whether such equipment and mining and/or crushing operation shall be done by County or its agents and/or contractors. (Existing road shall remain open for through traffic. If necessary, County or its agents and/or contractors will have flaggers and hold traffic no longer than 20 minutes.)

6. ACCESS EASEMENT. The parties agree that County shall have right of access/egress and Owner grants an easement during the term of this agreement over the existing roadway connecting the quarry/storage site with County Road 4. County may upgrade existing roadway and maintain road for its use, which road will not be open to the public. At the conclusion of this agreement, County will obliterate the road, if required by Owner.

7. OWNER'S AUTHORITY. Owner represents that Owner has complied with any and all applicable County, State or Federal quarry licensing or permit requirements. Owner represents that Owner has the right and authority to make this agreement and that this agreement is not in violation of any mortgage, lease, land sale contract, easement grant, license or other agreement concerning Owner and the described property. Owner agrees to indemnify and hold County harmless from any claim that this lease may be in violation of such other prior agreement affecting the leased premises.

8. LIABILITY TO THIRD PARTIES. County agrees to indemnify and hold Owner harmless from any and all liability to third parties resulting from County's possession and use of the property. Owner agrees to indemnify and hold County harmless from any and all liability to third parties resulting from the active negligence of Owner and/or Owner's agents, notwithstanding the fact that any such occurrence may take place on the described property.

9. AUTHORIZED PERSONS. Only persons authorized by County shall be entitled to enter the described property and easement. Such persons include County's employees, contractors, suppliers, service people, and permittees. During the term of this agreement, Owner shall have the authority to stop and question any individuals on the property and to require those persons to leave if they are unable to establish authorization from County.

10. SUCCESSORS. This lease agreement is binding upon the heirs, personal representatives, successors, and assigns of the parties hereto, subject, however, to the provision that County's interest may not be assigned without express written permission from Owner.

12. CONCLUSION OF LEASE. At the conclusion of the lease term described, (if expires), County shall remove all stockpiled material; any such material left on the property in question shall be deemed to belong to Owner, with the exception that in the event that unforeseeable circumstances arise and it is impossible to remove remaining stockpile materials, an additional 120 days will be allowed for removal for any remaining stockpile materials, with due compensation prorated for storage, based on current lease amount. County shall have no obligation to replace topsoil or vegetation.

11. MODIFICATION. Any modification of this agreement must be in writing and signed by both parties hereto.

942252

August 29, 1994

EXHIBIT A

LEGAL DESCRIPTION FOR
LEASE OF LAND FOR ROCK QUARRY
AND ROCK STORAGE SITE

GRANTOR: Charlotte Howell

GRANTEE: Grant County

In Twp. 7 S., R. 28 E., W.M.:
Section 31:

TRACT 1: Rock Quarry Site:

A tract of land situated in Government Lot 6 of
Section 31, described as follows:Beginning at a point which is 2450.73 feet South and
and 459.92 feet West of the North 1/4 corner of said
Section 31;

thence N.61°24'39"E., 229.08 feet;

thence S.30°09'40"E., 372.08 feet;

thence S.44°21'06"W., 35.57 feet, to a point on the
existing centerline of County Road No. 4;thence along the existing centerline of said county
road, as follows:177.59 feet along the arc of a 250.00 foot
radius curve left, (the long chord of which
bears N.65°59'55"W., 173.88 feet);

N.86°20'57"W., 65.48 feet;

179.66 feet along the arc of a 250.00 foot
radius curve left, (the long chord of which
bears S.73°03'47"W., 175.82 feet);

S.52°28'31"W., 40.98 feet;

thence leaving the center of said road, N.37°31'29"W.,
36.71 feet;thence N.21°50'09"E., 225.90 feet, to the point of
beginning.Subject to County Road No. 4 right of way and other rights of way,
easements and reservations as the same may exist or appear of
record.

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Exhibit A (continued)

TRACT 2: Rock Storage Site:

A tract of land situated in the Government Lots 6 and 7 of said Section 31, described as follows:

Beginning at a point which is 2450.73 feet South and 459.92 feet West of the North 1/4 corner of said Section 31;

thence S.21°50'09"W., 226.90 feet;

thence S.37°31'29"E., 36.71 feet; to a point on the existing centerline of County Road No. 4;

thence along the existing centerline of said county road, as follows:

S.52°28'31"W., 433.28 feet;

S.55°10'28"W., 324.90 feet;

thence leaving the center of said road, N.37°45'26"W., 196.07 feet;

thence N.56°59'24"E., 954.77 feet, to the point of beginning.

Subject to County Road No. 4 right of way and other rights of way, easements and reservations, as the same may exist or appear of record.

All according to Map of Survey No. 1331 to be filed in the office of the Grant County Surveyor.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert D. Baggett

OREGON
JULY 12, 1963
ROBERT D. BAGETT
598

Renewal Date 12/31/84

