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NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED

2013-013302

Klamath County, Oregon



00145744201300133020020021

12/03/2013 10:08:48 AM

Fee: \$42.00

SPACE RESERVED
FOR
RECORDER'S USE

EASEMENT

Mon-Meg LLC & Ed Biggs Sharron L. Biggs Trust

22145 N. Malin Road

Malin, OR 97632

Kolkow Family Trust

21759 N. Malin Road

Malin, OR 97632

After recording, return to (Name and Address):

Kolkow Family Trust

21759 N. Malin Road

Malin, OR 97632

THIS AGREEMENT made and entered into on _____, by and between Mon-Meg LLC & Ed Biggs Sharron L. Biggs Trust hereinafter called grantor, and Kolkow Family Trust

_____, hereinafter called grantee, WITNESSETH:

WHEREAS: Grantor is the record owner of the following described real property in Klamath County, Oregon (legal description of property):

The NW 1/4 SE 1/4 of Section 10, Township 41 South, Range 12
East of the Willamette Meridian.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and grantee is the record owner of the following described real property in that county and state (legal description of property):

The NW 1/4 SW 1/4 of Section 11, Township 41 South, Range 12
East of the Willamette Meridian.

NOW, THEREFORE, in consideration of \$ 1.00 paid by grantee to grantor, the receipt of which is acknowledged by grantor:

Grantor hereby grants, assigns and sets over to grantee an easement (description of the nature and type of easement granted):

Said easement being non-exclusive and for the purpose of ingress and egress to the Grantee's above described property.

(CONTINUED)



Grantor shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for grantee's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto. Except as to the rights herein granted, grantor shall have the full use and control of the above described real estate. Grantee agrees to save and hold grantor harmless from any and all claims of third parties arising from grantee's use of the rights herein granted. The period of this easement shall be in perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:
A line 15.00 feet from and parallel to the north line of the NW 1/4 SE 1/4 of said section 10, extending from the east right of way line of North Malin Road to the east line of said NW 1/4 SE 1/4 of section 10
15.00 feet distant from either side

and grantee's right of way shall be parallel with the center line and not more than 15.00 feet distant from either side thereof. During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☒ grantor; ☐ grantee; ☐ both parties, share and share alike; ☐ both parties, with grantor responsible for ____% and grantee responsible for ____%. (If the last alternative is selected, the percentages allocated to each party should total 100.) During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense. This instrument shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest. In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals. IN WITNESS WHEREOF, the parties have executed this instrument on the date stated above; any signature on behalf of a business or other entity is made with the authority of that entity.

Sharon D. Biggs Trust
Sharon D. Biggs Trust
GRANTOR

STATE OF OREGON, County of Clatsop ss. ()

This instrument was acknowledged before me on

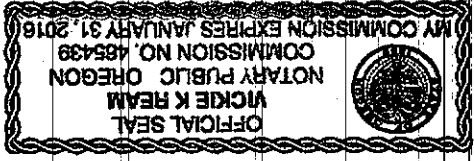
Sharon D. Biggs

by Sharon D. Biggs

of

Notary Public for Oregon

My commission expires 1/31/2016



STATE OF OREGON, County of Clatsop ss. ()

This instrument was acknowledged before me on November 05, 2013

Jim Kolkou

by Jim Kolkou

of

Notary Public for Oregon

My commission expires 1/31/2016

