

Returned to County

2013-013906

Klamath County, Oregon



00146477201300139060050050

12/19/2013 03:06:11 PM

Fee: \$67.00

After Recording Return To:
Brandsness, Brandsness & Rudd
411 Pine Street
Klamath Falls, OR 97601

AGREEMENT FOR EASEMENT

Date: December 2, 2013

Parties: Sharron L. Biggs Trustee of the
Sharron L. Biggs Trust ("Grantor")
22145 North Malin Road
Malin, Oregon 97632

Mon-Meg, LLC
An Oregon limited liability company ("Grantee")
P.O. Box 307
Malin, Oregon 97632

Grant of Easement:

1. Grantor is the record owner of the real property described on the attached Exhibit "A", located in Klamath County, State of Oregon; and has the unrestricted right to grant the easement hereinafter described relative to said real property.

2. Grantee is the record owner of the real property described on the attached Exhibit "B", located in Klamath County, State of Oregon.

3. Grantor desires to grant to Grantee the right to cross Grantor's property for ingress and egress from Grantee's property to North Malin Road (County Road 1169).

4. Grantor hereby conveys to Grantee, his heirs, successors, and assigns, a perpetual non-exclusive easement across the northerly 30 feet of Grantor's property. A depiction of the easement contained herein is attached hereto as Exhibit "C."

Terms of this Easement:

1. Grantee, his agents, independent contractors and invitees shall use the easement for ingress and egress from North Malin Road (County Road 1169) to Grantees Property.

2. Grantor reserves the right to use and maintain its land and may grant use rights for use by third parties, so long as such rights do not interfere with the rights of Grantee. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the others.

3. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantees' use of the easement. Grantee assumes all risks arising out of his use of the easement and Grantor shall have no liability to Grantee or others for any condition existing thereon.

4. This easement shall be perpetual and shall not terminate

for periods of non-use by Grantee. Said easement may be terminated upon written agreement by Grantor and Grantee, their heirs, successors and assigns.

7. This easement is granted subject to all prior easements or encumbrances of record.

GRANTEE:

MON-MEG, LLC

By Edward R. Biggs
Edward R. Biggs
Its Authorized Member

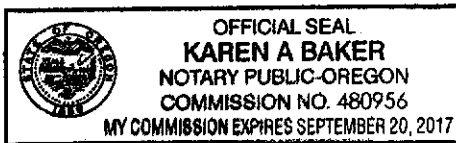
GRANTOR:

SHARRON L. BIGGS TRUST

By Sharron L. Biggs, Trustee
Sharron L. Biggs, Trustee

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 2nd day of DECEMBER, 2013, the above-named Edward R. Biggs, as a member of Mon-Meg, LLC, and acknowledged the foregoing instrument to be his voluntary act and deed.



Karen A Baker
Notary Public for Oregon
My Commission expires: 9.20.2013

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 2nd day of DECEMBER, 2013, the above-named Sharron L. Biggs, as Trustee of the Sharron L. Biggs Trust, and acknowledged the foregoing instrument to be her voluntary act and deed.



Karen A Baker
Notary Public for Oregon
My Commission expires: 9.20.2013

EXHIBIT A

The NW1/4 SE1/4 of Section 10, Township 41 South, Range 12 East
of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT B

The NE1/4 SE1/4 of Section 10, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

300
38.20 AC.

100
37.10 AC.

EFU-C

PARCEL 2
400
1.00 AC.

POR.PARCEL 1

200
1.36
AC.

MALIN

LOOP

CO. ROAD

1183

900
18.66 AC.

1000
39.10 AC.

800
14.82 AC.

700
4.90 AC.

16

100
9.09 AC.

1200 LOW
39.08 AC. ~~XXXXXXXXXXXXXXXXXXXX~~
Easement

1100 LNE CANAL
40.00 AC.

300
3.72 AC.

2000
2.83
AC.

2100
7B.10 AC.

00
.80 AC.

EXHIBIT C

SEE MAP 41 12 II