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Brandsness + Rudd P.C.

2023-007749

Klamath County, Oregon



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09/06/2023 10:47:33 AM

Fee: \$107.00

RETURN TO:

AmeriTitle, LLC
300 Klamath Avenue
Klamath Falls, OR 97601

Grantor:

Great Western Farm & Ranches, LLC
13600 Homedale Road
Klamath Falls, OR 97603

Grantee:

Balin Ranches, LLC
13600 Homedale Road
Klamath Falls, OR 97603

EASEMENT

THIS AGREEMENT, made and entered into this 31 day of August 2023, by and between Great Western Farm & Ranches, LLC, an Oregon limited liability company, hereinafter called Grantor, and Balin Ranches, LLC, an Oregon limited liability company, hereinafter called Grantee:

WITNESSETH

WHEREAS, Grantor is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

The SW1/4 of Section 13, Township 40 South, Range 09 East of the Willamette Meridian, Klamath County, Oregon, SAVING AND EXCEPTING that portion within the U.S.B.R. "C" Canal, (hereinafter the "Grantor Property").

and has the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantor conveys to Grantee, its heirs, successors, and assigns, a perpetual non-exclusive easement across the Westerly Thirty (30) feet of the Grantor Property.

The terms of this easement are as follows:

1. Grantee, its agents, independent contractors, and invitees shall use the easement for road purposes only, for access to the property described on the attached Exhibit A (hereinafter the "Grantee Property") and as delineated on the attached Exhibit B; and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon.

2. Grantor reserves the right to use, construct, reconstruct and maintain the road located upon the easement and Grantor may grant use rights for use by third parties. The parties shall

cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantors' right of use shall be dominant.

3. Grantor reserves the right to relocate the road at any time and in such case shall reconstruct a road at such new location in as good or better condition as existed at the prior location. If the road is relocated, Grantor may record an instrument indicating the relocated road easement and such instrument shall serve to amend this easement and eliminate any rights of Grantee in the original easement. Such amendment of the description shall be effective whether or not signed by Grantee, but Grantee shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantor.

4. 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. The Grantee assumes all risks arising out of their use of the easement and Grantor shall have no liability to Grantee or others for any condition existing thereon.

5. This easement is appurtenant and for the benefit of the Grantee Property.

6. 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.

8. **Miscellaneous.**

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

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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

B. B. B. B.

STATE OF OREGON)
) ss.
County of Klamath)

day of September, 2023, the above-named
LC, and acknowledged the foregoing instrument.



EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

The East half of the Southeast quarter of Section 23 and the Northeast quarter of the Northeast quarter of Section 26, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon

Parcel 2:

The Northwest quarter of the Northwest quarter, the South half of the Northwest quarter and the North half of the Southwest quarter of Section 24, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 3:

The South half of the Southwest quarter of Section 24 and the North half of the Northwest quarter of Section 25 Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon

Parcel 4:

The Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 25, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SECTION 13 T.40S. R.09E. WM.
KLAMATH COUNTY

40 09 13

1-400'

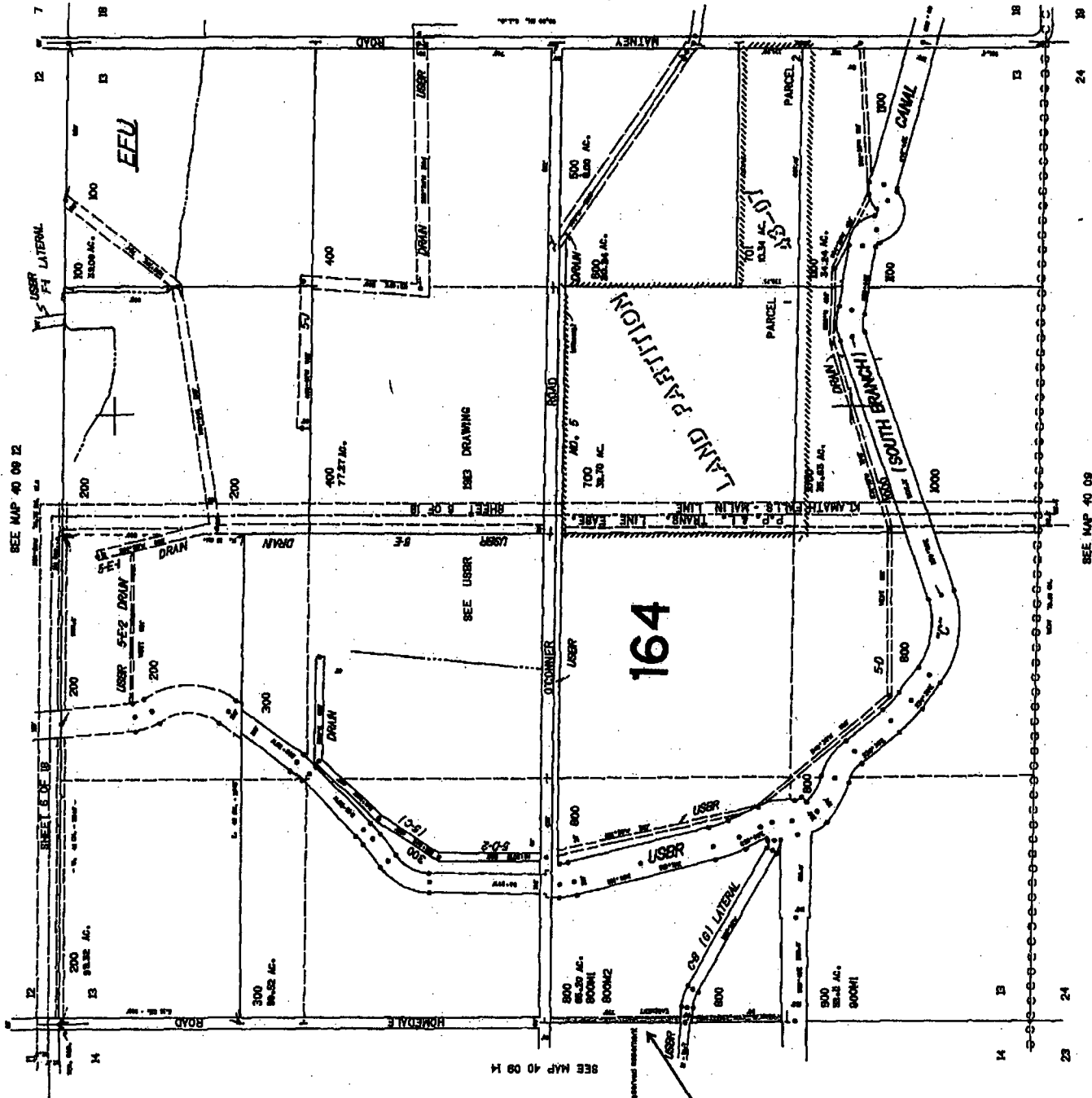


EXHIBIT 3

000,000

40 09 13