

2024-001353

Klamath County, Oregon



00325291202400013530040044

02/21/2024 12:00:45 PM

Fee: \$97.00

Returned at Counter

After Recording Return to:

Intermountain Law, PC

PO Box 1026

Baker City, OR 97814

RESERVATION OF EASEMENTS

1. **Description:** Big Bertha Properties, LLC is an Oregon limited liability corporation ("Grantor"), that owns certain real property located in Klamath County, Oregon described as Parcel 1 and Parcel 2 of Land Partition 26-21 recorded in the real property records for Klamath County, Oregon and attached hereto as depicted Exhibit A, (hereinafter "Grantor's Property"). Grantor is currently under contract to sell Parcel No. 2 of Grantor's Property, to G3 Land Company, LLC. Grantor will be retaining Parcel 1 and wishes to reserve an access easement across Parcel 2 for the benefit of Parcel No. 1 of Grantor's Property (hereinafter "Grantor's Reserved Easement"). In addition to reserving an easement for the benefit of Parcel No. 1, Grantor wishes to grant an easement on Parcel No. 1 for the benefit of Parcel No. 2 (hereinafter "G3 Easement").

- a. **Grantor's Reserved Easement:** Grantor is creating and retaining a 60' ft wide strip of land for use as an access easement along an existing roadway located on Parcel No. 2. The Grantor's Reserved Easement shall provide the Owner of Parcel 1 with vehicle/equipment/truck access to a railroad siding/loading area located on Parcel 1 and Parcel 2. Grantor's Reserved Easement extends from western most boundary of Parcel No. 2 and extends/connects to the northeastern most point/boundary of Parcel No. 2 such that Grantor's Reserved Easement connects to and provides direct access to Memorial Drive and the existing "60' Wide" easement depicted on Exhibit A. Grantor's purpose and intended use for Grantor's Reserved Easement is for use in connection with Grantor's business activities conducted on Parcel 1 which is a railroad "reloading" operation and all uses associated therewith. The reserved easement on Parcel 2 shall be for the benefit of Parcel 1 and Grantors business operation conducted thereon. Grantor's Reserved Easement is depicted on Exhibit A and incorporated herein by this reference.
- b. **G3 Easement:** Grantor is also creating an easement located on Parcel No. 1 for the benefit of Parcel No. 2 identified on Exhibit A as "G3 Easement". The G3 Easement shall run next to and parallel to Track No. 9117. The G3 Easement shall be 100' (ft) in width beginning at the western boundary of Parcel No. 2 and running west/southwest parallel to track 9117 for a distance of 240' (ft). The G3 Easement

may be used by the Owner of Parcel No. 2 for access to Track 9117 for vehicular and equipment use/access. The G3 Easement shall also include an easement for Track 9117 located on Parcel No. 1, it being understood that Track 9117 is used by the Owner of Parcel No. 2. The location of the easement for Track 9117 shall be as built and existing as of the date of this agreement. The G3 Easement is depicted on Exhibit A and incorporated herein by this reference.

2. **Easement Description:** Grantor's Reserved Easement shall be located as described in Paragraph 1(a) above. G3's Easement shall be located as described in Paragraph 1(b) above.

a. **Servient Properties:** The Grantor's Reserved Easement shall be located on and burdens, Parcel 2. The G3 Easement shall be located on and burden Parcel 1.

b. **Benefitting Property:** The Grantor's Reserved Easement shall be for the benefit of Parcel 1. The G3 Easement shall be for the benefit of Parcel 2.

c. **Owner:** An "owner" of Parcel 1 or Parcel 2, as applicable, is any person or entity that is a title/owner of record of the properties.

3. **Reservation and Grant of Access Easement:** Grantor, as owner of the Parcel 2, hereby reserves for itself and its successors in interest to Parcel 1 Grantor's Reserved Easement described in this Easement as a perpetual, non-exclusive easement for vehicular, pedestrian, and non-motorized access for its employees, agents, tenants, licensees, contractors, vendors, visitors, and other invitees. The easements created herein are subject to all prior interests and without any warranties.

4. **Non-Interference:** The Owners of Parcel 1 and 2 shall cooperate regarding the use of the easements described herein and shall not to unreasonably interfere with the use of the easements during periods of joint use by the other Owner. The Owner of Parcel 2 also acknowledges the covenant running with Parcel 2 that prohibits competition with Grantor's business of operating a lumber/logs reloading operation on Parcel 1.

5. **Maintenance:** The owner(s) of Parcel 2 shall be solely responsible for maintaining, repairing Grantor's Reserved Easement as necessary to ensure it remains in useable and satisfactory condition for the Owner of Parcel 1's uses. The Owner of Parcel 1 reserves the right to improve the Grantor's Reserved Easement.

6. **Duration and Termination.** The Easements shall be perpetual and nonexclusive.

7. **No Merger.** There shall be no merger of the easements or the easement interests created hereby by reason of the fact that a party holds or may hold or acquire, directly or indirectly, both an interest in the easements and an interest in both Parcel 1 and Parcel 2.

8. **Runs with the Land:** The easements shall run with the land and shall be binding upon the Owners of Parcel 1 and Parcel 2.

9. **Indemnification.** Parcel 2 owner(s) will indemnify, defend, and hold harmless Parcel 1 owner(s) and their respective partners, directors, officers, agents, and employees from and

against any and all third-party claims for bodily injury or property damage arising from or in connection with any accident, injury, or damage, even if caused in part by the negligence of Parcel 2 owner(s) or their partners, directors, officers, agents, and employees occurring in, at, or on an area under the care, custody, and control of the Parcel 2 owner(s), together with all costs, expenses, and liabilities incurred or in connection with each such claim, action, or proceeding brought thereon, including, without limitation, all attorney fees and expenses at trial and on appeal. This indemnification extends to and includes any environmental contamination or hazards, claims or liabilities associated with or arising from Parcel 2 owner(s) activities.

10. Liability Insurance. The owner(s) of each Parcel shall each, at their own expense, maintain at all times during the term of this Easement, general liability insurance on the Premises and the conduct or operation of business thereon, naming each other as additional insureds, with combined single limits of not less than \$2,000,000.

11. Attorney Fees. If an action is instituted to enforce any terms of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of an appeal, as set by the appellate courts.

Executed this 21 day of February, 2024.

GRANTOR:

Big Bertha Properties, LLC

By: *Patrick Duhl*
Name: Patrick Duhl
Its: Manager

STATE OF OREGON)
)ss.
County of Klamath)



OFFICIAL STAMP
ASHLEY R CARDENAS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1030519
MY COMMISSION EXPIRES NOVEMBER 07, 2026

Personally appeared the above-named and acknowledged the foregoing instrument to be Patrick Duhl, as Manager, or Big Bertha Properties, LLC, voluntary act and deed. BEFORE ME this 21 day of February, 2024.

AS
Notary Public for Oregon
My commission expires: Nov 7, 2026

8812