

NS

EASEMENT

Between
 Donald^B and Esther^M Trunnell
 Co-Trustees, or Their Named
 Successors, UTD 6-4-96 FBO The
 Trunnell Family And
 Jack Markgraf

After recording, return to (Name, Address, Zip):
 Jack Markgraf
 7245 Hilyard Ave
 Klamath Falls OR 97603

SPACE RESERVED
 FOR
 RECORDER'S USE

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STATE OF OREGON,

County of _____ } ss

I certify that the within instrument
 was received for record on the _____ day
 of _____, 19____, at
 _____ o'clock _____ M., and recorded in
 book/reel/volume No. _____ on page
 _____ and/or as fee/file/instru-
 ment/microfilm/reception No. _____,
 Records of said County.

Witness my hand and seal of County
 affixed.

NAME

TITLE

By _____, Deputy.

THIS AGREEMENT made and entered into this 23rd _____ day of September, 1999, by and
 between Donald and Esther Trunnell
 hereinafter called the first party, and Jack Markgraf

_____, hereinafter called the second party, WITNESSETH:

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

Property described in Exhibits A and B

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

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 _____ by the second party to the
 first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

a non-exclusive easement over the property described in Exhibits
 A and B for the purpose of constructing and maintaining utilities.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

\$45 ca.

The second party 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 the second party'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, the first party shall have the full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

None

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:

See Exhibits A and B

and the second party's right of way shall be parallel with the center line and not more than _____ 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): ☐ the first party; ☐ the second party; ☒ both parties, share and share alike; ☐ both parties, with the first party responsible for _____ % and the second party 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.

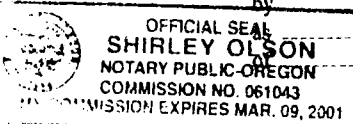
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Donald B Trunnell
Ester M Trunnell
 FIRST PARTY

STATE OF OREGON, County of Jackson ss.
 This instrument was acknowledged before me on Sept 27, 1999.
 by Donald B Trunnell
 This instrument was acknowledged before me on Sept 27, 1999.
 by Ester M Trunnell



Shirley Olson
 Notary Public for Oregon
 My commission expires 3-9-01

Jack Mackay

SECOND PARTY

STATE OF OREGON, County of Klamath ss.
 This instrument was acknowledged before me on September 23, 1999.
 by Jack Mackay
 This instrument was acknowledged before me on _____, 19____.
 by _____
 as _____
 of _____



Katherine Sue Hewitt
 Notary Public for Oregon
 My commission expires Jan. 13, 2002

EXHIBIT A
UTILITY EASEMENT

A 16.00 foot wide easement located in the SW ¼ of Section 6, T.39S., R.10E., W.M., Klamath County, Oregon, for the purpose of location, construction and maintenance of an underground sanitary sewer line, said easement being more particularly described as follows:

Commencing at the West 1/16 corner common to Sections 6 and 7, T.39S., R.10E., W.M., thence N 00°07'00"E 30.00 feet to a point on the North right-of-way line of Hilyard Avenue; thence along said right-of-way line N 89°59'00"W 259.60 feet to the southwesterly corner of Parcel 3 of Land Partition 11-92, being the point of beginning for this easement description; thence N 47°38'33"E 189.82 feet to a point on the westerly line of an existing 60 foot wide easement as shown on the plat of Land Partition 11-92; thence along said westerly line S 00°07'00"W 21.69 feet; thence S 47°38'33"W 157.64 feet to the northerly right-of-way line of Hilyard Avenue; thence along said right-of-way line N 89°59'00"W 23.74 feet, more or less, to the point of beginning.

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EXHIBIT B
UTILITY EASEMENT

A 30.00 foot wide utility easement located in the SW ¼ of Section 6, T.39S., R.10E., W.M., Klamath County, Oregon, said easement being more particularly described as follows:

Commencing at the West 1/16 corner common to Sections 6 and 7, T.39S., R.10E., W.M.; thence N 40°38'10"E 1070.48 feet, more or less, to the northeasterly corner of the City of Klamath Falls water storage facility property described in Deed Vol. M95, Page 16905 and M95, Page 17931; thence along the northerly line of said property N61°30'W 35.34 feet to the point of beginning for this easement description; thence N 23°25'45"E 176.12 feet to the southerly line of an existing 60 foot wide easement per Land Partition 11-92; thence following said southerly line 30.05 feet along the arc of a 270.00 foot radius curve to the left; the long chord of which bears N 69°03'30"W 30.03 feet; thence S 23°25'45"W 172.14 feet to the northerly line of said City of Klamath Falls property; thence S 61°30'E 30.12 feet, more or less, to the point of beginning.

State of Oregon, County of Klamath
Recorded 10/14/99, at 8:53 a.m.
In Vol. M99 Page 40770
Linda Smith,
County Clerk Fee \$ 45.00