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NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS



## EASEMENT

2017-001217

Klamath County, Oregon

02/06/2017 03:15:00 PM

Fee: \$62.00

Trustees of Bill and Mary Michael Family Trust  
 2891 Waterfall Lane  
 Simi Valley, CA 93005

Grantor's Name and Address

Michael P. Stuhr Trust & Cathleen A. Stuhr Trust  
 31100 NE Fernwood Rd  
 Newberg OR 97132

Grantee's Name and Address

After recording, return to (Name and Address):

Cathy A. Stuhr  
 31100 NE Fernwood Rd  
 Newberg OR 97132

SPACE RESERVED  
 FOR  
 RECORDER'S USE

THIS AGREEMENT made and entered into on 1 February 2017, by and between The Trustees of The Bill and Mary Michael Family Trust hereinafter called grantor, and Trustee For The Michael P. Stuhr Trust and Trustee For the Cathleen A. Stuhr 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):

See Exhibit A

R-3407-00400-01000-000

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):

See Exhibit B

R-3407-00400-00600-000

NOW, THEREFORE, in consideration of \$ φ 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):

An extension of Glendale Street as it exists on the land to the southern property line of the Grantee in Section 4, Township 34s, Range 7e.

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

(CONTINUED)



Grantee 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: 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:

Extending Northward through the centerline of Glendale Street as it exists on the land

and grantee's right of way shall be parallel with the center line and not more than 15 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.

Mary Sharon Howard  
GRANTOR  
Trustee

STATE OF OREGON, County of \_\_\_\_\_) ss.

This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

Notary Public for Oregon

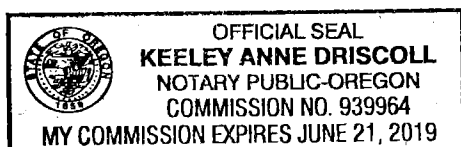
My commission expires \_\_\_\_\_

Michael P. Stuhr Trustee  
Catherine A. Stuhr, Trustee  
GRANTEE

STATE OF OREGON, County of Yamhill) ss.

This instrument was acknowledged before me on 01/31/17,  
by Michael P. Stuhr, Trustee of the Michael P. Stuhr Trust

This instrument was acknowledged before me on 01/31/17,  
by Catherine A. Stuhr, Trustee of the Catherine A. Stuhr Trust  
as \_\_\_\_\_  
of \_\_\_\_\_



Keeley Driscoll  
Notary Public for Oregon

My commission expires June 21, 2019

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Ventura )

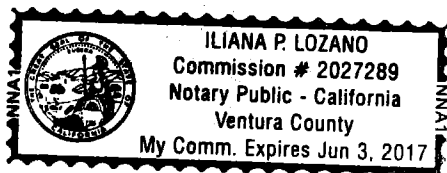
On Feb 1, 2017 before me, Iliana P. Lozano, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Mary Sharon Howard  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the ~~person(s)~~ whose ~~name(s)~~ ~~is~~are subscribed to the within instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~ their authorized ~~capacity(ies)~~, and that by his/~~her~~ their signature(s) on the instrument the ~~person(s)~~, or the entity upon behalf of which the ~~person(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Document to Grant an Easement

Document Date: 2-1-17 Number of Pages: 1

Signer(s) Other Than Named Above: no other signers

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Mary Sharon Howard

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

# Exhibit "A" Grantor's legal Description

That portion of the N $\frac{1}{2}$  of the S $\frac{1}{2}$  of Section 4, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Westerly of the center thread of Spring Creek, described as follows:

Beginning at a point in the North line of the S $\frac{1}{2}$  of said Section 4, West, 1045.2 feet from the East line of said Section 4, to the West bank of Spring Creek, which point is the Northeast corner thereof; thence Southerly along the West bank of Spring Creek a distance of 350 feet more or less to the Southeast corner of Lot 20, Block 2 (IDLEREST); thence Southwest along the South line of Lot 20, Block 2, (IDLEREST) across Glendale Street to the Northeast corner of Lot 12, Block 7 (IDLEREST); thence West along the North line of Lot 12, Block 7 (IDLEREST) to the Northwest corner thereof; thence South along the middle line of Blocks 5, 6 and 7 (IDLEREST) to the South line of the N $\frac{1}{2}$  of the S $\frac{1}{2}$  of said Section 4; thence West along the South line of the N $\frac{1}{2}$  of the S $\frac{1}{2}$  of said Section 4, 60 feet; thence North parallel to the middle line of Blocks 5, 6 and 7 (IDLEREST) 719.8 feet more or less; thence West parallel to the North line of the S $\frac{1}{2}$  of said Section 4, 2420 feet; thence South parallel to the West line of said Section 4, 719.8 feet more or less to the South line of the N $\frac{1}{2}$  of the S $\frac{1}{2}$  of said Section 4; thence West along the South line of the N $\frac{1}{2}$  of the S $\frac{1}{2}$  of said Section 4, to the West line of said Section 4, which point is the Southwest corner thereof; thence North along the West line of said Section 4, 1320 feet to the North line of the S $\frac{1}{2}$  of said Section 4, which point is the Northwest corner thereof; thence East along the North line of the S $\frac{1}{2}$  of said Section 4, a distance of 4234.8 feet more or less to the point of beginning.

Beginning at the Southeast corner of Lot 1 Block 6 IDLEREST; thence North 301.9 feet to the intersection of the West line of Glendale Street and the South line of Clearwater Avenue; thence West 75 feet along the South line of said Clearwater Avenue; thence South 301.9 feet to a point 75 feet West of the point of beginning; thence East 75 feet to the point of beginning.

Beginning at the Southeast corner of Lot 1 Block 7 IDLEREST; thence North along the West line of Glendale Street a distance of 250 feet to a point; thence West parallel to Clearwater Avenue 75 feet; thence South 250 feet to a point 75 feet West of the point of beginning; thence East 75 feet to the point of beginning; EXCEPTING THEREFROM the North 25 feet of the South 75 feet of the herein described property.

SUBJECT TO: Easement for road purposes, 60 feet in width (east-west), 694.8 feet more or less in length (north-south). The East line of said easement is the center line of Block 5 and Block 6 (IDLEREST), bearing North from the South line of the N $\frac{1}{2}$  of the S $\frac{1}{2}$  of said Section 4, across Pinehurst Ave. to the North line of Clearwater Ave.

"EXHIBIT A"

## EXHIBIT "B" GRANTEE'S LEGAL DESCRIPTION

The following property lying in Section 4, Township 34 South, Range 7, East of the Willamette Meridian, Klamath County, Oregon:

That portion of the SE1/4 NE1/4 lying Southwesterly of Spring Creek; the West 297 feet of Government Lot 3; Government Lot 4 (NW1/4 NW1/4); the SE1/4 NW1/4 and the SW1/4 NE1/4.

SAVING AND EXCEPTING THEREFROM That portion thereof sold to Warren O. Applegate by Deed recorded in Book 56 at page 532 Deed Records of Klamath County, Oregon, described as follows:

Beginning 20 chains South of the 1/4 Section corner on the North boundary of Section 4 Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence South 370 feet; thence East 617 feet; thence North 3°54' East 371 feet; thence West 642 feet to the place of beginning.

ALSO EXCEPTING THEREFROM the NE1/4 SW1/4 NE1/4 of Section 4, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon,

AND FURTHER EXCEPTING Government Lot 1 and the SE1/4 NE1/4 of Section 4, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the thread of Spring Creek.

