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04/10/2017 03:06:14 PM

Fee: \$47.00

EASEMENT

Morstad Family Trust

Stephen G. Spencer & Beverly E. Dipietro

3500 Summers Lane #44

Klamath Falls OR 97603

Grantor's Name and Address

Doug Jackson

2454 Lindley Way Klamath Falls OR 97601

Grantee's Name and Address

After recording, return to (Name and Address):

Doug Jackson

2454 Lindley Way Klamath Falls OR 97601

SPACE RESERVED
FOR
RECORDER'S USE

THIS AGREEMENT made and entered into on _____, by and between Stephen G. Spencer & Beverly E. Dipietro Co-Trustees of Morstad Family Trust hereinafter called grantor, and Douglas W. Jackson and Lisa A. Jackson

_____, hereinafter called grantee, WITNESSETH:

WHEREAS: Grantor is the record owner of the following described real property in Klamath County, Oregon (legal description of property):

A parcel of land situated in the SW 1/4 NW 1/4 of Section 5, Township 39, South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a one inch iron shaft with hex nut marking the Northwest corner of said SW 1/4 NW 1/4; thence North 89 degrees 55' East along the North line of said SW 1/4 NW 1/4, 539.09 feet to a 5/8 inch iron pin; thence South 00 degrees 05' East 374.00 feet to a 5/8 inch iron pin on the Northerly right of way line of Lindley Way, a county road; thence South 89 degrees 55' West along said right of way line, 25.00 feet; thence North 00 degrees 05' West, 249.69 feet to a 1/2 inch iron pin; thence South 89 degrees 55' West, 234.52 feet to a 182 inch iron pin; thence South 00 degrees 06' West, 62.69 feet to a 1/2 inch iron pin; thence South 89 degrees 55' West, 280.00 feet to a 1/2 inch iron pin on the West line of said Section 5; thence North 00 degrees 06' East along said West line of Section 5, 187.00 feet to the point of beginning.

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):

A parcel of land situated in the SW1/4 of the NW1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at a 1" iron shaft with hex nut marking the Northwest corner of said SW1/4 of the NW1/4; thence North 89 degrees 55' East along the north line of said SW1/4 of the NW1/4, 819.09 feet to a 1/2 inch iron pin; thence South 00 degrees 05' East, 124.67 feet to a 1/2 inch iron pin; thence South 89 degrees 55' West, 122.50 feet to a 1/2 inch iron pin marking the point of beginning for this description; thence continuing South 89 degree 55' West, 122.50 feet to a 1/2 inch iron pin; thence South 00 degrees 05' East 249.33 feet to a 1/2 inch iron pin on the Northerly right of way line of Lindley Way; thence North 89 degrees 55' East along said right of way line, 122.50 feet to a 1/2 inch iron pin; thence North 00 degrees 05' West 249.33 feet to the point of beginning.

Account No.:3909-005BC-00500-000

Key No.: 531829

NOW, THEREFORE, in consideration of \$ ---\$100.00----- 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):

A Parcel of land situated in the SW1/4 of the NW1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. Being more particularly described as follows:

Beginning at the southeast corner of that property described in deed volume 2016-008379; Thence South 89°55'00" West, 12.00 feet; thence North 00°05'00" West, 206.55 feet; thence North 89°55'00" East, 12.00 feet to the easterly line of said described property; thence, along said easterly line, South 00°05'00" East, 206.55 feet to the point of beginning.

Basis of Bearings is Klamath County Survey No. 2403.

Containing 2478.6.6 square feet, more or less.



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 Perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

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:

*The cost of maintenance will be shared by both parties as well as other parties that share the same easement in equal portions.

and grantee'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): ☐ grantor; ☐ grantee; ☐ both parties, share and share alike; ☒ both parties, with grantor responsible for 100% and grantee responsible for 0%. (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.

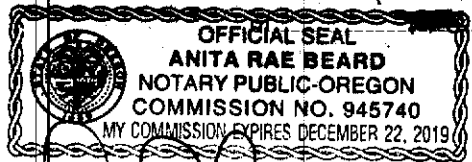
This instrument shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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.

Beverly E. DiPietro
Stephen G. Spencer
 GRANTOR

STATE OF OREGON, County of Klamath) ss.
 This instrument was acknowledged before me on 4/7/2017
 by Beverly E. DiPietro
 This instrument was acknowledged before me on 4/7/2017
 by Stephen G. Spencer
 as trustees



MARGAD FAMILY TRUST
[Signature]
 Notary Public for Oregon
 My commission expires December 22, 2019

[Signature]
Lisa Jackson
 GRANTEE

STATE OF OREGON, County of Klamath) ss.
 This instrument was acknowledged before me on April 10, 2017
 by Douglas Jackson / Lisa Jackson
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____



Lisa M. Kessler
 Notary Public for Oregon
 My commission expires February 1, 2019