

BLK

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



Douglas W. Jackson and Lisa A. Jackson
2454 lindley Way
Klamath falls OR 97601

Grantor's Name and Address
Morstad Family Trust
Stephen G. Spencer & Bev E. Di Pietro
3500 Summers Lane #44
Klamath Falls OR 97603

After recording, return to (Name and Address):

Douglas W. Jackson and Lisa A. Jackson
2454 lindley Way
Klamath falls OR 97601

Until requested otherwise, send all tax statements to (Name and Address):

Douglas W. Jackson
2454 Lindley Way
Klamath falls OR 97601

2017-009279

Klamath County, Oregon



00208612201700092790030035

08/16/2017 03:35:08 PM

Fee: \$52.00

SPACE RESERVED
FOR
RECORDER'S USE

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS that

Douglas W. Jackson and Lisa A. Jackson

hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and forever quitclaim unto
Stephen G. Spencer & Bev E. Di Pietro Co-Trustees of Morstad Family Trust

hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of the grantor's right, title and interest in that certain
real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in
Klamath County, State of Oregon, described as follows (legal description of property):

Removal of Easement for driveway access

Document Recorded 4/10/2017 3:06:14 pm

Klamath County Court house

Doc # 2017-003734

See Attached Copy Exhibit "A"

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ Removal of Easement. However, the actual consideration consists of or includes other property or value given or promised which is ☐ part of the ☐ the whole (indicate which) consideration. (The sentence between the symbols ®, if not applicable, should be deleted. See ORS 93.030.)

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, grantor has executed this instrument on Aug 16 2017; any signature on behalf of a business or other entity is made with the authority of that entity.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

STATE OF OREGON, County of Klamath ss.This instrument was acknowledged before me on Aug 16, 2017by Douglas W. JacksonThis instrument was acknowledged before me on Aug 16, 2017by Lisa A. Jackson

as



OFFICIAL SEAL
DIXIE JEAN COLLINS
NOTARY PUBLIC - OREGON
COMMISSION NO. 957321

MY COMMISSION EXPIRES JANUARY 05, 2021

Dixie Collins
Notary Public for Oregon

My commission expires Jan 5th 2021

EXHIBIT "A"

FORM No. 926 - EASEMENT

BA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED

2017-003734

Klamath County, Oregon

00201830201700037340020029

04/10/2017 03:06:14 PM

Fee: \$47.00

EASEMENT

Returned at Counter

Morstad Family Trust
Stephen G. Spencer & Beverly E. Di Pietro
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. Di Pietro 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.: 3909-0058C-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 square feet, more or less.

(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 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 * % 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.

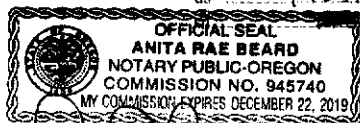
IN WITNESS WHEREOF, the parties have executed this instrument on the date stated above; any signature on behalf of a business or other entity is made with the authority of that entity.

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



MARSTAR FAMILY TRUST

Notary Public for Oregon

My commission expires December 22, 2019

Lisa Jackson
GRANTEE

STATE OF OREGON, County of Klamath) ss.

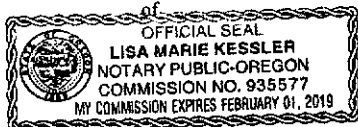
This instrument was acknowledged before me on April 10, 2017
by Douglas Jackson / Lisa Jackson

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Notary Public for Oregon

My commission expires February 1, 2019