NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODU

2019-012995 Klamath County, Oregon

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Fee: \$87.00

EASEMENT

THERESA L. SIMPSON
P.O. BOX 92
CRESCENT OR 97733
Grantor's Name and Address
THE HAUG FAMILY TRUST
1190 DEER TRAIL LANE
SOLVANG, CM 93463
Grantee's Name and Address
After recogning, return to (Name and Address):

SPACE RESERVED FOR RECORDER'S USE

11/06/2019 10:35:25 AM

After recording, return to (Name and Address):
PAUL HAUG

1190 DEERTRAIL LANE

SOLVANG, CA 93463

THIS AGREEMENT made and entered into on 50 L Y 30, 2019 , by and between THERESA L. SIMPSON , hereinafter called grantor, and THE HAUG FAMILY 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):

Both properties are owned by Theresa L. Simpson, PO Box 92, Crescent, Oregon, 97733.

Property Legal Descriptions:

- <u>Tax Lot 1300, Parcel B- E½ of W½ of NE¼, of Section 16, Township 30 South,</u> Range 10 East, Willamette Meridian, Klamath County, Oregon
- <u>Tax Lot 1200, Parcel C- W½ of E½ of NE¼</u>, of Section 16, Township 30 South, Range 10 East, Willamette Meridian, Klamath County, Oregon

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):

W1/2 of W1/2 of NE1/4 of Section 16, Township 330 South Range 10 East of the Willamette Meridian, Klamath County, Oregon

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

The access easement shall be a ten (10) foot wide road and shall follow the alignment of the existing road across properties as described as

- C W1/2 of E1/2 of NE1/4, of Section 16, Township 30 south, range 10 East, of the Willamette Meridian, Klamath County, Oregon
- B E1/2 of W1/2 of NE1/4, of Section 16, Township 30 South, Range 10 East, Willamette Meridian, Klamath County, Oregon

The easement shall start at the South East corner of property marked "C" And go through property marked as "B", and shall end at the Western edge of property marked "B". The road surface shall remain existing native material.

(CONTINUED)

Bob Dertek Returned at Counter



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 <u>COMTIMUOUS</u>, 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:

and grantee's right of way shall be parallel with the center line and not more than feet distant from either side
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.
Und Dros
GRANTOR
STATE OF OREGON, County of DCA DUICS ss. This instrument was acknowledged before me on 1049 by Theread Small Cylly This instrument was acknowledged before me on by
as
OFPICIAL STAMP TIFFANY M ZEILER NOTARY PUBLIC-OREGON COMMISSION NO. 987228 MY COMMISSION EXPIRES MAY 12, 2023 My commission expires 5.12.23
Paul L. Haug Truster
California STATE OF OREGON, County of Santa Barbara) ss. This instrument was acknowledged before me on July 31, 7019
This instrument was acknowledged before me on,
by
asof
01
KAILENE ZEPEDA Notary Public - California Santa Barbara County Commission # 2200890 Commission # 2200890 Wy commission expires June 9, 2021