

89802

10-19-94A10:59 RCVD

33392

Vol. m94 Page 32431AGREEMENT FOR EASEMENT AND
EXTINGUISHMENT OF EASEMENT

THIS AGREEMENT, Made and entered into this 16th day of August, 1994,
by and between Gordon & Clerry Westerling
hereinafter called the first party, and Richard Cabral
hereinafter called the second party;

WITNESSETH:

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

Parcels #1 and #2 of Major Land Partition 80-41 located in the E 1/2 of SE 1/4
Section 5, Township 36, Range 10 EWM (53.12 acres)

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 One Dollar (\$1) by the second party to
the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first
party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

30 foot easement along the exsisting roadway beginning along the south boundry
of Parcel #2 and traversing northerly along the west side of the normal high
water mark of the Sprague River, through the parcel #1, to the NE corner of the
SE 1/4 of Section 5, Twms 36, Range 10.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Gordon & Clerry Westerling
20771 Cool Oak Way
Malibu, Ca 90265

AND

Richard Cabral
P.O. Box 275
Sprague River, Ore 97639

After recording return to (Name, Address, Zip):

First American Title
P.O. Box 992067
Redding, Ca. 96099-2067
File # 83306-SP

SPACE RESERVED
FOR
RECORDER'S USE

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 _____ or as tee/file/instru-
ment/microfilm/reception No. _____,
Record of _____
of said county.

Witness my hand and seal of
County affixed.

NAME

TITLE

By _____, Deputy

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

The easement described above shall continue for a period of perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:
Existing roadway to be maintained as is. Not to be widened to 30 foot easement.
This easement not to include access to river.

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:

Existing Roadway

and second party's right of way shall be parallel with the center line and not more than 15 feet distant from either side thereof.

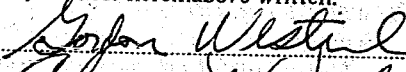

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☒ both parties, share and share alike; ☐ both parties, with the first party being responsible for _____% and the second party being responsible for _____%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the easement that 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 immediate parties hereto but also their respective heirs, executors, administrators 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 this, the day and year first hereinabove written.



First Party
STATE OF OREGON,
County of _____ ss.

This instrument was acknowledged before me on _____, 19____, by _____ ss.
of _____

Notary Public for Oregon
My commission expires _____

Second Party
STATE OF OREGON,
County of _____ ss.
This instrument was acknowledged before me on _____, 19____, by _____ ss.
of _____

Notary Public for Oregon
My commission expires _____

EXTINGUISHMENT OF EASEMENT

This agreement made this 21st day of September, 1994 by and between GORDON WESTERLING AND CLERRY WESTERLING as first parties, and JOHN FUGATT AND BARBARA FUGATT as second parties. The parties are owners of the following described property:

FIRST PARTY-Parcels 1 and 2 of MAJOR LAND PARTITION 80-41, situated in the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 5, Township 36 South, Range 10 E.W.M., Klamath County, Oregon.

SECOND PARTIES-Parcel 3 of MAJOR LAND PARTITION 80-41, situated in the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 5, Township 36 South, Range 10 E.W.M., Klamath County, Oregon.

A 30 roadway easement was created along the West line of said parcels on said partition and the parties desire to extinguish said roadway and have created a recorded agreement recorded simultaneously herein in Volume M94 at page _____ Microfilm Records of Klamath County, Oregon. Said agreement for roadway is the existing roadway as shown on the attached Exhibit "A" attached hereto and made a part hereof. The 30 foot roadway easement being extinguished was never created on the ground and has never been used as a roadway. The access has been the roadway shown on the attached Exhibit "A".

The 30 foot roadway created on MAJOR LAND PARTITION 80-41 situated in the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 5, Township 36 South, Range 10 E.W.M., Klamath County, Oregon is hereby extinguished and the Agreement for Easement recorded simultaneously herein is the access for all three parcels.

<u>John Westerling</u> Gordon Westerling	<u>John F Fugatt</u> John Fugatt
<u>Clerry Westerling</u> Clerry Westerling	<u>Barbara C Fugatt</u> Barbara Fugatt

Dated this 21st day of September, 1994.

Witnessed before me this _____ day of _____, 1994 the signatures of Gordon Westerling, Clerry Westerling, John Fugatt and Barbara Fugatt.
BY _____ Notary Public for _____
My commission expires _____

See Attach California All-Purpose Acknowledgement

EXTINGUISHMENT OF EASEMENT

This agreement made this 21st day of September, 1994 by and between GORDON WESTERLING AND CLERRY WESTERLING as first parties, and JOHN FUGATT AND BARBARA FUGATT as second parties. The parties are owners of the following described property:

FIRST PARTY-Parcels 1 and 2 of MAJOR LAND PARTITION 80-41, situated in the E½ of the SE¼ of Section 5, Township 36 South, Range 10 E.W.M., Klamath County, Oregon.

SECOND PARTIES-Parcel 3 of MAJOR LAND PARTITION 80-41, situated in the E½ of the SE¼ of Section 5, Township 36 South, Range 10 E.W.M., Klamath County, Oregon.

A 30 roadway easement was created along the West line of said parcels on said partition and the parties desire to extinguish said roadway and have created a recorded agreement recorded simultaneously herein in Volume M94 at page _____ Microfilm Records of Klamath County, Oregon. Said agreement for roadway is the existing roadway as shown on the attached Exhibit "A" attached hereto and made a part hereof. The 30 foot roadway easement being extinguished was never created on the ground and has never been used as a roadway. The access has been the roadway shown on the attached Exhibit "A".

The 30 foot roadway created on MAJOR LAND PARTITION 80-41 situated in the E½ of the SE¼ of Section 5, Township 36 South, Range 10 E.W.M., Klamath County, Oregon is hereby extinguished and the Agreement for Easement recorded simultaneously herein is the access for all three parcels.

Gordon Westerling John Fugatt
Gordon Westerling John Fugatt
Clerry Westerling Barbara Fugatt
Clerry Westerling Barbara Fugatt

Dated this 21st day of September, 1994.

Witnessed before me this _____ day of _____, 1994 the signatures of Gordon Westerling, Clerry Westerling, John Fugatt and Barbara Fugatt.

BY _____

Notary Public for _____
My commission expires _____

See Attach-California All-Purpose Acknowledgement

MAJOR LAND PARTITION No. 80-41 SITUATED IN THE E1/2 SE1/4 OF SECTION 5, T.36S, R.10E., W.M. KLAMATH COUNTY, OREGON

32433-A

* EASEMENT BEING VACATED

DATE: September 25, 1981

* NEW ACCESS ROADWAY BEING CREATED

DETAIL

Scale 1" = 300'

PARCEL 1
26.883 Ac

PARCEL 2
26.883 Ac

PARCEL 3
26.883 Ac

SPRAGUE RIVER

ROAD & INFORMATION

1	400'±
2	400'±
3	400'±
4	400'±
5	400'±
6	400'±
7	400'±
8	400'±
9	400'±
10	400'±

POWER LINE INFORMATION

1	400'±
2	400'±
3	400'±
4	400'±
5	400'±
6	400'±
7	400'±
8	400'±
9	400'±
10	400'±

NOTE:

Edward G. Dora
20 Hackamore Lane
Canoga Park, CA. 91307
Phone: (209) 647-7196

Marshall Engineering & Surveying, Inc.
1453 Explorade
Klamath Falls, OR. 97601
Phone: 864-3277

- AF
- Agriculture & Forestry
- 80.649 Acres
- 26.883 Acres
- Idle
- Small Farms
- Individual wells
- Individual septic system
- Pacific Power & Light Co.
- Telephone Utilities of Eastern Oregon
- None
- DARIES - Klamath County
- None
- As shown
- 6%
- Easterly
- Slightly Flat
- As required by "AF" Zone

for this 2nd day of Oct. 1981

by Robert J. Dora

Surveyor

Engineer

for this 1st day of October, 1981

Robert J. Dora - Surveyor

copy of the original plat 80-41, as filed with

Robert J. Dora - Deputy

copy of the original plat 80-41, as surveyed,

Robert J. Dora - Surveyor

Robert J. Dora - Deputy

Robert J. Dora - Deputy



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

32434

No. 5907

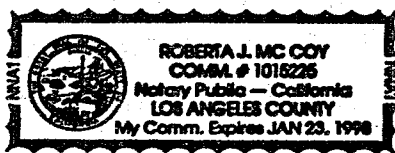
State of California

County of Los Angeles,

On September 21, 1994 before me, Roberta J. McCoy, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared John L. Fugatt and Barbara Fugatt
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~XX~~ are subscribed to the within instrument and acknowledged to me that ~~XX/XX~~ 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.



WITNESS my hand and official seal.

Roberta J. McCoy
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☒ INDIVIDUAL

☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S)

☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Themselves

DESCRIPTION OF ATTACHED DOCUMENT

Extinguishment of Easement

TITLE OR TYPE OF DOCUMENT

Two Pages

NUMBER OF PAGES

September 21, 1994

DATE OF DOCUMENT

Gordon Westerling and
Clerry Westerling

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

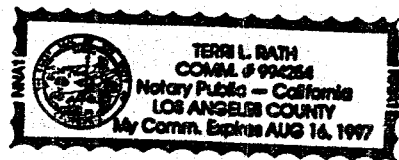
County of Los Angeles

On 10/17/94 before me, Terri L. Rath, Notary
Public, personally appeared GORDON WESTERLING AND

CLERRY WESTERLING personally known to
me to be the persons whose names are subscribed to the within
instrument and acknowledged to me that they executed the same
in their authorized capacity, and that by their signatures on the
instrument the persons, or the entity upon behalf of which the
persons acted, executed the instrument.

WITNESS my hand and official seal.

Terri L. Rath



STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Mountain Title Co the 19th day
of Oct A.D., 19 94 at 10:59 o'clock AM., and duly recorded in Vol. M94
of Deeds on Page 32431.

FEE \$60.00

Evelyn Biehn County Clerk
By Pauline Miller