

89803 10-19-94A11:00 RCVD

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Vol. m 94 Page 324369

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 16 day of August, 1994, by and between John & Barbara Fugatt 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:

Parcel #3 of Major Land Partition 80-41 located in the SE 1/4 SE 1/4 of Section 5, Township 36, Range 10 EWM (26.88 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 existing roadway beginning near the midpoint of the south boundary of the SE 1/4 SE 1/4 and traversing northerly along the normal high water mark of the west side of the Sprague River through the property.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

John & Barbara Fugatt

1135 6th Street

Hermosa Beach, Ca 90254

AND

Richard Cabral

P.O. Box 275

Sprague River, Ore 97639

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____

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 fee/file/instrument/microfilm/reception No. _____, Record of _____ of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____

Deputy

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

First American Title

P.O. Box 992067

Redding, Ca. 96009-2067

File # 83800-SP

right of the first party (and) except as hereinafter provided, to cut, trim and remove trees, br... 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, are 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.

John F. Fitzgerald
Barbara C. Fitzgerald
First Party

STATE OF OREGON, } ss.
County of }

This instrument was acknowledged before me on 19 , by as of

Notary Public for Oregon

My commission expires

STATE OF OREGON, } ss.
County of }

This instrument was acknowledged before me on 19 , by as of

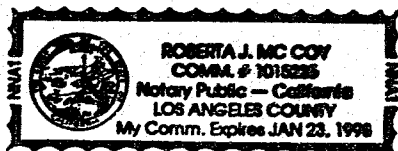
Notary Public for Oregon

My commission expires

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CaliforniaCounty of Los AngelesOn September 21, 1994 before me, Roberta J. McCoy, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLICpersonally appeared John I. Fugatt and Barbara Fugatt
NAME(S) OF SIGNER(S)

XXX personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~xxx~~ 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.



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

- ☒ INDIVIDUALS
☐ 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

Agreement for Easement

TITLE OR TYPE OF DOCUMENT

2 pages

NUMBER OF PAGES

August 16, 1994

DATE OF DOCUMENT

None

SIGNER(S) OTHER THAN NAMED ABOVE

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 11:00 o'clock A.M., and duly recorded in Vol. M94
of Deeds on Page 32436

FEE \$40.00

Evelyn Biehn County Clerk

By Roberta J. McCoy