

14065

MTC 37073
AGREEMENT FOR EASEMENTVol Map Page 5627

THIS AGREEMENT, Made and entered into this _____ day of FEBRUARY, 1996,
by and between LYNNE S. FISCHER
hereinafter called the first party, and DONALD KUCERA AND NANCY KUCERA, HUSBAND AND WIFE
hereinafter called the second party;

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

PARCELS 1, 2, and 3 of MINOR PARTITION 7-90 located in the SE $\frac{1}{4}$ of Section 12, Township 40 South Range 9, E.W.M. and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7 Township 40 South, Range 10, E.W.M., Klamath County, Oregon, and being filed in the Klamath County Engineers Office.

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 an easement over the existing road lying ~~southerly~~ ^{Northerly} of the USBR C-7 Lateral and ~~Northerly~~ ^{of the South line of} Parcel 1 of Minor Partition No. 7-90 as filed in the Klamath County Engineers Office. Said existing roadway is a well established existing access road to a parcel of land more particularly described as follows:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 12 Township 40 South, Range 9, E.W.M., Klamath County, Oregon, Excepting that portion lying West of the Main Irrigation Canal and Excepting rights of way heretofore deeded for canals and ditches.

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

AGREEMENT FOR EASEMENT

BETWEEN

AND

SPACE RESERVED
FOR
RECORDER'S USESTATE 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 fee/file/instru-
ment/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):
Donald Kucera

13788 Madry Road
Klamath Falls, Oregon 97603

36 FEB 29 AM 1:52

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:

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 second party'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 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 100%. (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.

Lynne S. Fischer
Lynne S. Fischer
First Party

Donald C. Kucera
Donald Kucera
Nancy S. Kucera
Nancy Kucera
Second Party

STATE OF OREGON, } ss.
County of _____
of _____
This instrument was acknowledged before me on _____, 19____, by B JEAN PHILLIPS
NOTARY PUBLIC - OREGON
COMMISSION NO. 050128
MY COMMISSION EXPIRES MARCH 02, 2000.

Notary Public for Oregon
My commission expires _____

STATE OF OREGON, } ss.
County of Klamath
This instrument was acknowledged before me on February, 1996, by Donald Kucera
and Nancy Kucera

Notary Public for Oregon
My commission expires 3-2-2000

D TO AGREEMENT FOR EASEMENT

3008 (1/91) — (General) First American Title Company

STATE OF CALIFORNIA }
COUNTY OF Calaveras } ss.

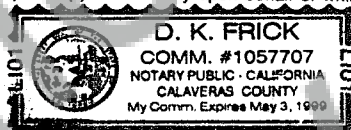
On 2-26-96 before me, D.K.Frick

personally appeared Lynne S. Fischer

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/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.

Signature D.K. Frick



(This area for official notarial seal)



APPROVALS

~~HEARINGS OFFICER~~

~~9/8/92~~
DATE

COUNTY SURVEYOR

9/4/90
DATE

COUNTY CLERK

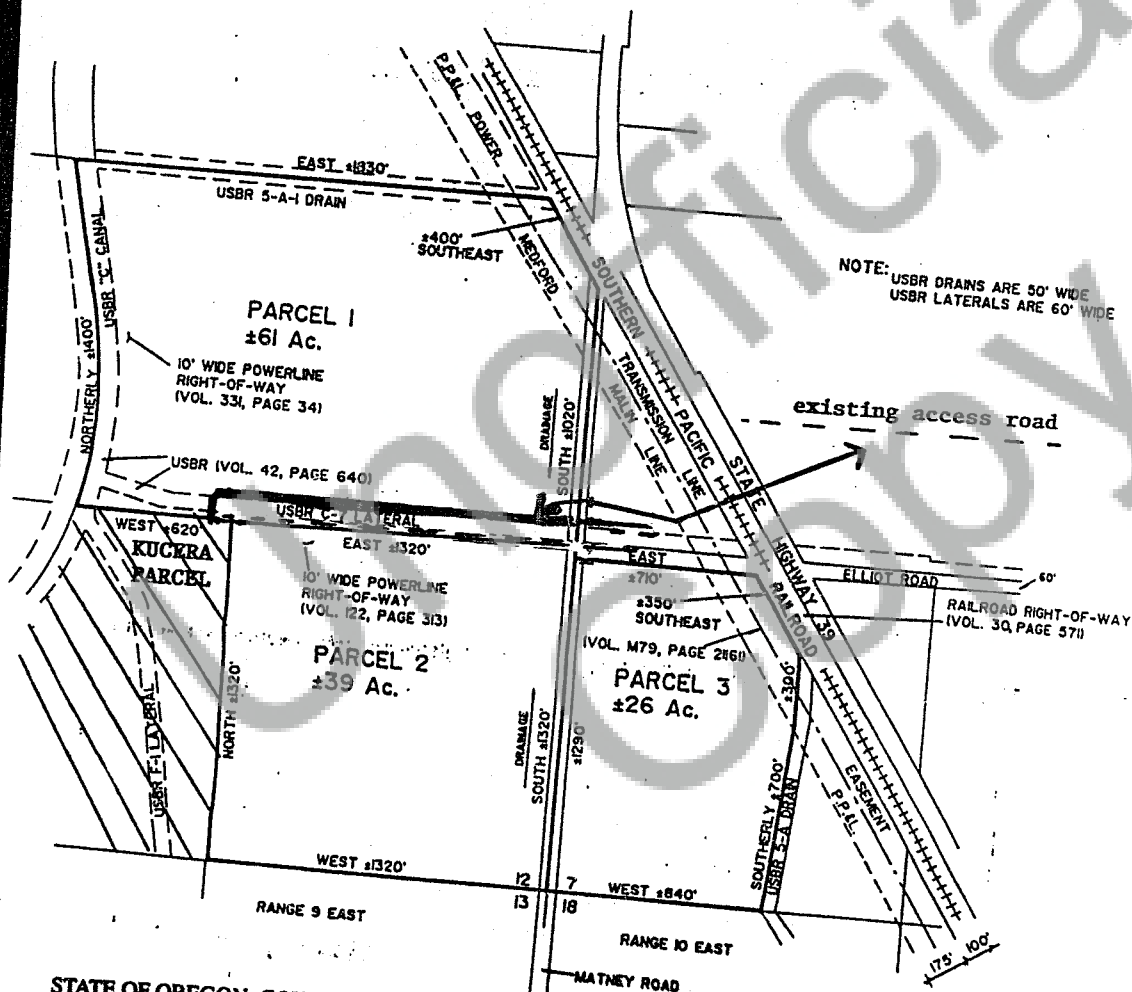
9-5-4

ROBERT CHEYNE (OWNER)

8-28-90

DATE _____

8.28.90



STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Mountain Title Company
of February A.D., 19 96 at 11:52 o'clock A M., and duly recorded in Vol. M96
of Deeds on Page 5627

FEE \$45.00

By Bernetha G. Letsch, County Clerk