

NL

19473

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 5th day of June, 1996, by and between RAY FISCHER AND LYNNE FISCHER, husband and wife hereinafter called the first party, and HAROLD A. STURGEON AND HAZEL L. STURGEON, TRUSTEES OF THE STURGEON 1990 FAMILY TRUST, 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 No. 2 of MINOR LAND PARTITION 32-90 situated in the E1 of Section 20, Township 39 South, Range 9 E.W.M., Klamath County, Oregon.

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 ~~3~~ ^{AN 3 inch} foot easement for/buried irrigation pipe and appurtenances thereto along the Easterly line of said Parcel 2 of Minor Partition 32-90, beginning at the C-4-a lateral and the intersection of Highway 420, thence Northerly to the South line of Parcel 1 of said Minor Partition 32-90. Said easement is appurtenant to Parcel 1 of said Minor Land Partition owned by the Second Parties. See attached Exhibit "A" made a part hereof.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

AND

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

Harold A. Hazel L. Sturgeon
6610 Tingley Lane
K Falls 97602

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 fee/file/instrument/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 obstruction) 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:

see attached Exhibit "A" made a part hereof

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 disaster 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.

Ray Fischer

Lynne Fischer

STATE OF OREGON

County of Klamath

June 10, 1996
Lynne Fischer to be their voluntary act and deed

3 JEAN PHILLIPS
NOTARY PUBLIC - OREGON

COMMISSION NO. 00128

EXPIRES MARCH 1, 2000

My commission expires

Notary Public for Oregon

STURGEON 1990 FAMILY TRUST

+ Harold A. Sturgeon

Harold A. Sturgeon, Trustee

+ Hazel L. Sturgeon

Hazel L. Sturgeon, Trustee

STATE OF OREGON,

County of Klamath

This instrument was acknowledged

June 5, 1996, by Harold A.

and Hazel L. Sturgeon as Trustees

Sturgeon 1990 Family Trust

of

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

NARRATIVE

PANEL 1: HAS SURVEYED TO COMPLY WITH THE REQUIREMENTS FOR FINAL APPROVAL OF ARCH 1A-10 PARTITION 32-30. THE NORTH 1/4 CORNER ON THE EAST LINE OF SECTION 19 IS ESTABLISHED USING THE POSITION AS PER THE MAP OF UN-RECORDED "BORROWED" MONUMENTS. THE MONUMENTS AT THE NORTHEAST CORNER, SOUTHEAST CORNER AND EAST 1/4 CORNER OF SECTION 10, AS SHOWN BY A RECORDED "BORROWED" MAP WERE USED FOR CONTROL. THE SUGGESTION OF SECTION WAS BASED ON SAME RECORDED STREET #4 2367 AND MONUMENTS WERE SET AS SHOWN.

LEGEND

- FOLDED 1/2" PBI IN MOMENT CASE
- SET 3/8" 1" HIGH PBI WITH A TIO-LINE SURVEYING PLASTIC CAP
- SET 5/8" 1" IN" HIGH PBI WITH A TIO-LINE SURVEYING PLASTIC CAP IN A MOMENT CASE
- INDICATES CONCERNMENT LOT NUMBER

FILED
IN THE OFFICE OF THE CLERK OF THE
COUNTY OF Klamath
THIS 7 DAY
OF DECEMBER 1890

Dennis G. Eiser

easement

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Dennis G. E
OREGON
JULY 25, 1970
DENNIS A. ENSOR
3442

STATE OF OREGON
COUNTY OF CLATSOP

STATE OF OREGON
COUNTY OF CLATSOP

[illegible]

LET TO THE POINT OF BEGINNING SURVEY
R.R. C-4-0 LATERAL AS SHOWN IN THE A-B FIELD MAP.
TRU-LINE SURVEYING Denise G. Ensor
P. THREE & E. SEOR QLS 2442

SUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd DAY OF December 1930.

TRU - LINE SURVEYING
2333 SUMMERS LANE
KLAMATH FALLS, OR. 97603

W. du Durant
 TRUDIE DURANT
 NOTARY PUBLIC - OREGON
 My Comm. Expires 9/28/93

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 10th day
of June A.D. 19 96 at 11:35 o'clock AM., and duly recorded in Vol. M96,
of Deeds on Page 16869.
Beverly G. Letch, County Clerk

FEE \$20.00