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AGREEMENT FOR EASEMENT

Vol 92 Page 9930

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of March, 1997,  
by and between Peggy L. Biaggi, Jenine M. Newell aka Jenine Coelho, Matthew C. Biaggi and \*\*\*  
hereinafter called the first party, and \_\_\_\_\_  
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:

\*\*\*Kimberly A. Biaggi

Parcel One: That portion of the S½NE¼ of Section 27, Township 38 South, Range 11½  
East of the Willamette Meridian, lying Southeasterly of the Railroad Right of Way,  
and Northwesterly of State Highway 140.

Parcel Two: The S½NE¼ of Section 27, Township 38 South, Range 11½ East of the  
Willamette Meridian, Klamath County, Oregon, lying Northwesterly of the Oregon-  
California Eastern Railroad Right of Way.

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 being 30 feet in width over and across that road commonly known as  
"Hauling Road" as it now exists across property described in Parcel One and Parcel  
Two above, for ingress and egress to underlying properties.

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

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

Peggy L. Biaggi et al

AND

SPACE RESERVED  
FOR  
RECORDER'S USE

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

Peggy Biaggi

17000 W. Langell Valley Rd.  
Bonanza, Oregon 97623

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/tile/instru-  
ment/microfilm/reception No. \_\_\_\_\_,  
Record of \_\_\_\_\_  
of said county.

Witness my hand and seal of  
County affixed.

NAME \_\_\_\_\_ TIME \_\_\_\_\_  
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:

NOTARIAL ACKNOWLEDGMENT

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 .....%. (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.

Peggy J. Biaggi  
Kimberly A. Biaggi  
First Party

Matthew C. Biaggi POA Kimberly A. Biaggi  
Kimberly A. Biaggi  
Second Party

STATE OF OREGON,  
County of Klamath

STATE OF OREGON,  
County of \_\_\_\_\_

This instrument was acknowledged before me on  
April 3, 1997, by Peggy J. Biaggi  
Kimberly A. Biaggi for herself and as  
Attorney in Fact for Matthew C. Biaggi.

This instrument was acknowledged before me on  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_  
DEBRA BUCKINGHAM  
NOTARY PUBLIC - OREGON  
COMMISSION NO. C00310  
MY COMMISSION EXPIRES DEC. 19, 2000

Debra Buckingham  
Notary Public for Oregon  
My commission expires 12-19-97

Notary Public for Oregon  
My commission expires \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

9932

No. 5907

State of California

County of Fresno

On March 25, 1997 before me, Glenda F. Parsley

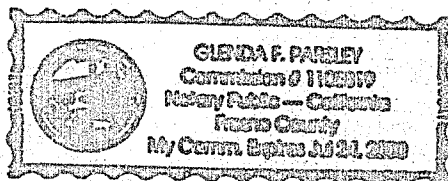
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Jenine Coelho

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) 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.

Glenda F. Parsley  
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  
☐ ATTORNEY-IN-FACT ☐ GENERAL  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 4th day  
of April A.D., 19 97 at 11:06 o'clock A M., and duly recorded in Vol. M97  
of Deeds on Page 9930

FEE \$40.00

Bernetha G. Letsch, County Clerk

by Dorlene Mendenhall