

43953

K-51135

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of August, 1997, by and between Bruce W. Faivre, Michael W. Faivre and Linda D. Smith hereinafter called the first party, and Michael Wayne and Sandy Mae Faivre 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 2 of Major Land Partition 36-90 situated in Government Lot 1 of Section 15, Township 41 South, Range 7 E.W.M.

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 for ingress and egress and utilities across the Westerly 10 feet of Parcel 2 of Major Land Partition 36-90 situated in Government Lot 1 of Section 15, Township 41 South, Range 7 E.W.M.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Faivre et al

AND

Michael Wayne Faivre et ux

SPACE RESERVED
FOR
RECORDERS USE

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

Michael and Sandy Faivre

4145 Skynhawk Ln

Vacaville Calif 95688

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

Witness my hand and seal of County affixed.

NAME _____ TITLE _____
By _____, Deputy

277480

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 %. (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.

Linda D. Smith

Justina R. Peralta

Sandy Mae Faivre

Bruce W. Faivre

Comm. #1040094

NOTARY PUBLIC - CALIFORNIA

SOLANO COUNTY

Comm. Expires Oct. 9, 1993

STATE OF OREGON

STATE OF OREGON

County of Solano

County of

This instrument was acknowledged before me on

This instrument was acknowledged before me on

August 15, 1991, by

19, by

Linda D. Smith

as

officer

Justina R. Peralta

Notary Public for Oregon

My commission expires 10-9-98

Notary Public for Oregon

My commission expires

STATE OF OREGON,

County of Klamath

ss.

FORM No. 23--ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 18th day of August, 1997,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named BRUCE W. FAIVRE, SANDY MAE FAIVRE AND MICHAEL W. FAIVRE

known to me to be the identical individual s. described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Susan Marie Campbell
Notary Public for Oregon
My commission expires March 1, 1998

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 21st day
of August A.D. 1997 at 3:03 o'clock P.M., and duly recorded in Vol. M97
of Deeds on Page 27479

FEE \$40.00

Bernetha G. Letsch, County Clerk
By Kathleen Rosa