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AGREEMENT FOR EASEMENT

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THIS AGREEMENT, MTC 27783-KR Made and entered into this 15 day of July, 1992, by and between FLORENCE DUKES, Personal Representative of the Estate of Hazel hereinafter called the first party, and FRANCIS J. and MARY JEAN WELCH, Warrington husband and wife, 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:

Beginning at a point which is 490 feet North of the Section Corner common to Sections 19, 20, 29 and 30, Township 38 South, Range 9 E.W.M., thence West 315 feet, thence North 190 feet, thence East 100 feet, thence South 170 feet, thence East 215 feet, thence South 20 feet to the point of beginning.

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 (\$1.00)~~ \$1,500.00 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

A parcel of land situated in the SE $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 19 Tp. 38 S. R. 9 E. W. M., and more particularly described as follows:

Beginning at a point which is 490 feet North of the Section corner common to Sections 19, 20, 29, and 30, Tp. 38 S. R. 9 E. E. M., thence West 315 feet, thence North 40 feet, thence East 100 feet, thence South 20 feet, thence East 215 feet, thence South 20 feet to the point of beginning.

An easement for ingress and egress, and for a driveway to access Montelius Street, over the property situated in Klamath County, State of Oregon.

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

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~~ be permanent, always subject, however, to the following specific conditions, restrictions and considerations:

An easement for ingress and egress, and for a driveway to access Montelius Street, over the property situated in Klamath County, State of Oregon.

Upon recording return to:
Brent Caldwell, Attorney
127 S. Sixth St.
Klamath Falls, OR 97601

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

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 or, unless 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.)

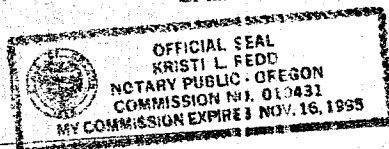
During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense. This agreement shall bind and inure to the benefit of, as the circumstances may require, 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 hereto have executed this easement in duplicate.

Dated July 15, 1992.
 THE ESTATE OF HAZEL WARRINGTON
 by Florence Dukes, Personal Representative
 FLORENCE DUKES, Personal Representative
 FIRST PARTY
 by Francis J. Welch
 by Mary Jean Welch
 his attorney-in-fact
 FRANCIS J. WELCH
 MARY JEAN WELCH
 SECOND PARTY

STATE OF OREGON, County of KLAMATH ss.
 This instrument was acknowledged before me on July 15, 1992,
 by MARY JEAN WELCH for herself and as attorney-in-fact for FRANCIS J. WELCH
 This instrument was acknowledged before me on July 15, 1992,
 by FLORENCE DUKES, Personal Representative of THE ESTATE OF HAZEL
WARRINGTON
WELCH



Kristi L. Fedd
 Notary Public for Oregon
 My commission expires 11/16/95

AGREEMENT FOR EASEMENT

BETWEEN
 FLORENCE DUKES, Personal
 Representative of the Estate
 of Hazel Warrington

FRANCIS J. WELCH and
 MARY JEAN WELCH

AFTER RECORDING RETURN TO
 BRENT CALDWELL, ATTORNEY AT LAW
 127 S. SIXTH ST
 KLAMATH FALLS OR 97601

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON, } ss.
 County of Klamath
 I certify that the within instru-
 ment was received for record on the
15th day of July, 1992,
 at 11:42 o'clock A.M., and recorded
 in book/reel/volume No. N92 on
 page 15534 or as fee/file/instru-
 ment/microfilm/reception No. 47531,
 Record of Deeds
 of said County.

Witness my hand and seal of
 County affixed.

Evelyn Biehn, County Clerk
 By D. J. Biehn, Deputy

Fee \$35.00