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53839

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 19 92,
by and between NANCY A. MOTT, GARY JAMES WELLS AND LORETTA WELLS
hereinafter called the first party, and JAMES L. PHELAN III
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:

NANCY A. MOTT

Lot 4 in Block 1 of HOYT'S ADDITION TO FORT KLAMATH, together with that portion of vacated
alley and vacated Hoyt Street which inurred thereto.

GARY JAMES WELLS AND LORETTA WELLS

Lots 1 and 2 in Block 2 of HOYT'S ADDITION TO FORT KLAMATH, together with that portion
of vacated Hoyt Street which inurred thereto.

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 from State Highway 62 (Crater Lake Highway) to Lots 5 and 6 in Block 1 of HOYT'S
ADDITION TO FORT KLAMATH together with that portion of vacated alley and Vacated Hoyt Street
which inurred thereto, said easement described as follows: Beginning at the intersection of
the East line of State Highway 62 and the West line said vacated Hoyt Street, said point
being the centerline of vacated Hoyt Street, thence Southerly along the West line of vacated
Hoyt Street 7½ feet, thence East parallel to the centerline of vacated Hoyt Street 91.1
feet, thence North 7½ feet to the centerline of vacated Hoyt Street, thence West along the
centerline of vacated Hoyt Street to the intersection of the of the centerline of vacated
alley running North and South thru Block 1 of HOYT'S ADDITION TO FORT KLAMATH if extended
Southerly, thence North along said extended centerline 7½ feet, thence West parallel to
the centerline of vacated Hoyt Street 81.7 feet more or less to the East line of State Highway
62, thence Southerly along said East line to the point of beginning.
(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):

James L. Phelan III
P.O. Box 430
Fort Klamath, OR 97626

SPACE RESERVED
FOR
RECORDER'S USE

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/instru-
ment/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 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.

Nancy A. Mott
Nancy A. Mott

Gary James Wells Loretta Wells
Gary James Wells First Party Loretta Wells

STATE OF OREGON,

County of KLAMATH

This instrument was acknowledged before me on

NOVEMBER 11, 1992, by

of

Mary Ann Nicholson
MARY ANN NICHOLSON
NOTARY PUBLIC-OREGON

My Commission Expires 08-03-93

James L. Phelan III
James L. Phelan III

Second Party

STATE OF OREGON,

County of KLAMATH

This instrument was acknowledged before me on

NOVEMBER 11, 1992, by

of

Mary Ann Nicholson
MARY ANN NICHOLSON
NOTARY PUBLIC-OREGON

My Commission Expires 08-03-93

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of James L. Phelan III the 12th day
of Nov. A.D., 19 92 at 2:47 o'clock P.M., and duly recorded in Vol. M92
of _____ Deeds on Page 26868
Evelyn Biehn County Clerk

By Dorlene Muehlbauer

FEE \$35.00
Copies 2.00