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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 5th day of October, 1992, by and between CHARLES HOWARD UHLIG hereinafter called the first party, and LAURA LOUISE BOTHMAN FORMERLY LAURA LOUISE KEENER 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:

PLEASE SEE EXHIBIT "A"

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 maintenance of existing structure on the real property of the second party described as follows:

PLEASE SEE EXHIBIT "B"

Said structure is built close to the lot lines and this easement is for any maintenance required to the existing structure. Said easement is to run parallel with Lot lines of the second party and shall be 5 feet in width. (Insert here a full description of the nature and type of the easement granted to the second party.)

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Charles Howard Uhlig

AND

Laura Louise Bothman

After recording return to (Name, Address, Zip)

Laura Louise Bothman
3329 Admiral Way
Bryn Mawr, WA 98037

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/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 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.

Charles H. Uhlig
First Party
STATE OF OREGON,
County of Klamath
This instrument was acknowledged before me on
Nov 9, 1992, by Charles H. Uhlig
as Notary Public for Oregon
My commission expires May 31, 1994

Laura Louise Bothman
Second Party
STATE OF OREGON, Washington
County of Spokane
This instrument was acknowledged before me on
Nov 9, 1992, by Laura Louise Bothman
as Notary Public for Oregon
My commission expires 12-9-94

EXHIBIT "A"
LEGAL DESCRIPTION

Lawrence M. Kaylor

All that portion of Lot 15 in Block 42 of HOT SPRINGS ADDITION to the city of Klamath Falls, Oregon, described as follows:

Beginning at a point which is on the Northeasterly line of the Alameda South 54 degrees 52' East 48.7 feet from the extreme Southeasterly corner of Lot 14, Block 42, HOT SPRINGS ADDITION to the city of Klamath Falls, Oregon; thence Southeasterly along the Northeasterly line of the Alameda on the arc of a 3 degrees 55' curve 48.7 feet; thence Northeasterly perpendicular to the said Northeasterly line of the Alameda and to the tangent to the said curve at this point 150.4 feet; thence Northwesterly along the Southwesterly line of the alley through Block 42 of said HOT SPRINGS ADDITION 43.4 feet; thence Southwesterly along the Southeasterly line of that property deed to H. A. Cole et ux on June 18, 1926, 150.4 feet to the point of beginning.

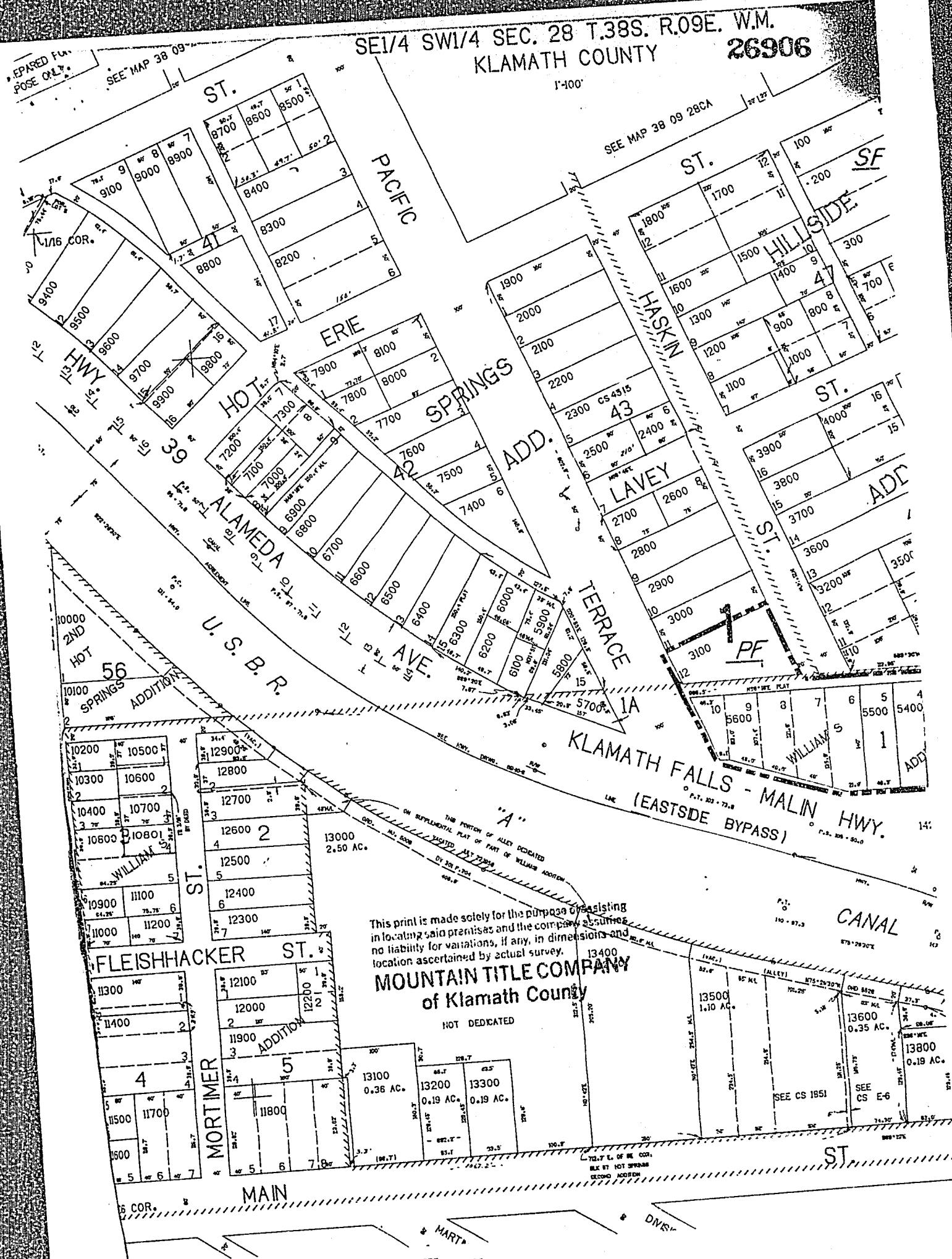
Charles Howard Uhlig

Lot 14, in Block 42 of HOT SPRINGS ADDITION to the city of Klamath Falls, Oregon, according to the duly recorded plat of said addition on file in the office of the clerk of said county.

EXHIBIT "B"
LEGAL DESCRIPTION

Lot 15, Block 42 of HOT SPRINGS ADDITION, according to the official plat thereof, on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as follows:

Beginning at the extreme Southeast corner of Lot 14, Block 42 of HOT SPRINGS ADDITION to the city of Klamath Falls, Oregon, as duly recorded and platted; thence North 37 degrees 1' East 150.4 feet along the Southerly and Easterly line of said Lot 14, Block 42, HOT SPRINGS ADDITION; thence South 54 degrees 52' East 43.4 feet along the Southerly line of the alley through Block 42, HOT SPRINGS ADDITION; thence South 35 degrees 8' West 150.4 feet; thence North 54 degrees 52' West 48.7 feet along the Northeasterly line of the Alameda to the point of beginning all being in the SE1/4 SW1/4 of Section 28, Township 38 South, Range 9 East of the Willamette Meridian.



STATE OF OREGON: COUNTY OF KLAMATH: ss. Mountain Title Co. the 13th day
Filed for record at request of Mountain Title Co. A M., and duly recorded in Vol. M92
of Nov A.D., 19 92 at 9:23 o'clock on Page 26902
of Deeds Evelyn Biehn County Clerk
By Dorinda M. Mullen

FEE \$45.00