

19521

Vol. 1174 page 15180

## A G R E E M E N T

This agreement made this 29<sup>th</sup> day of June, 1976, by and between W. J. EASTER and JENNIE EASTER, husband and wife, hereinafter referred to as PARTY OF FIRST PART, and ROBERT L. SNOOK and PATRICIA ANN SNOOK, husband and wife, hereinafter referred to as PARTY OF SECOND PART.

WHEREAS, PARTY OF FIRST PART is the owner of the following described real property located within the City of Klamath Falls, County of Klamath, State of Oregon:

Lot 1, Block 97, BUENA VISTA ADDITION to City of Klamath Falls, more commonly known as 1055 California Street, Klamath Falls, Oregon,

and PARTY OF SECOND PART is the owner of the following described real property located within the City of Klamath Falls, County of Klamath, State of Oregon:

Westerly 120 feet of Lot 2, Block 97, BUENA VISTA ADDITION to the City of Klamath Falls, more commonly known as 1045 California Street, Klamath Falls, Oregon, and

WHEREAS, a structure on the property of the PARTY OF THE FIRST PART encroaches on the property of the PARTY OF THE SECOND PART, and

WHEREAS, the parties hereto have reached an agreement concerning this encroachment and in consideration of the mutual promises set forth herein and the payment made contemporaneously with the execution of this agreement,

IT IS HEREBY AGREED as follows: The PARTY OF THE FIRST PART, their heirs and assigns, shall be permitted to maintain a structure which encroaches on the property of the

AGREEMENT

76 SEP 27 PM 4 12



PARTY OF THE SECOND PART so long as said structure is in existence, but shall have no right to encroach from and after the date when said structure is torn down and removed. The PARTY OF THE SECOND PART shall during the continued existence of said structure, have the right to attach to the corner of said structure a boundary fence but said boundary fence shall not actually constitute a boundary; the boundary between the premises of the FIRST and SECOND PARTIES shall be that as shown by the survey on file with the County Surveyor.

The PARTY OF THE FIRST PART shall pay to the PARTY OF THE SECOND PART for the right to encroach, the sum of \$200.00; said sum being paid herewith and acknowledged by the PARTY OF SECOND PART by his execution of this agreement.

W. J. EASTER, Party of First Part ROBERT L. SNOOK, Party of Second Part  
JENNIE EASTER, Party of First Part PATRICIA ANN SNOOK, Party of Second Part

STATE OF OREGON )  
County of Klamath ) ss. June 29, 1976

Personally appeared the above-named W. J. Easter and Jennie Easter, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Gwen Mary Vogel  
NOTARY PUBLIC FOR OREGON  
My Commission expires: 3-8-78

STATE OF OREGON )  
County of Klamath ) ss. September 17, 1976

Personally appeared the above-named Robert L. Snook and

AGREEMENT  
PAGE TWO



15182

1 Patricia Ann Snook, husband and wife, and acknowledged the  
2 foregoing instrument to be their voluntary act and deed.

3  
4 Before me: Jonathan Hamill  
5 NOTARY PUBLIC FOR OREGON  
6 My Commission expires: 11-15-78  
7

8 STATE OF OREGON )  
9 ) ss.  
10 County of Klamath )

11 I certify that the within instrument  
12 was received for record on the 27  
13 day of Sept, 1976, at  
14 4:12 o'clock p.M., and  
15 recorded in book M 76 on  
16 page 15180 or as file/reel number  
17 19521, Record of Deeds of  
18 said County.

19 Witness my hand and seal of County  
20 affixed.

21 Wm D Milne

22 Recording Officer

23 By Carolyn L. Lila  
24 Deputy

25 9.00

26 AFTER RECORDING RETURN TO:

27 Mr. Richard C. Beesley  
28 Attorney at Law  
126 North 7th Street  
Klamath Falls, Oregon  
97601

AGREEMENT  
PAGE THREE

LAW OFFICES  
BEESLEY & KNUTSON, P.C.  
126 NORTH SEVENTH STREET  
KLAMATH FALLS, OR. 97601  
(503) 882-4631