

POSITION: TRUSTEE

81875

AGREEMENT FOR EASEMENT

Vol. 111 Page 21167

THIS AGREEMENT Made and entered into this 17th day of November, 19 87,
by and between FLOYD L. WYNNE AND BARBARA J. WYNNE, husband and wife,
hereinafter called the first party, and DANIEL L. ZIMMERMANN, his heirs, successors and
Assigns, 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:

Lot 6, and that portion of Lot 5 of Block 11 of HOT SPRINGS ADDITION
to the City of Klamath Falls, Oregon, more particularly described as
follows:

Beginning at a point on the Easterly line of Crescent Avenue, said
point being Southwesterly a distance of 13.45 feet from the
Northwesterly corner of said Lot 5; thence, Northeasterly along the
Easterly line of Crescent Avenue a distance of 13.45 feet to the
Northwesterly corner of said Lot 5; thence Southeasterly along the
line between Lots 5 and 6 of said Block, a distance of 67.7 feet to
the Northeasterly corner of said Lot 5; thence, Southwesterly along
the line between Lots 5 and 8, a distance of 14.45 feet, more or less,
to a point which is Northeasterly a distance of 50.25 feet from the
Southeasterly corner of said Lot 5; thence, Northwesterly to the
point of beginning.

And has the unrestricted right to grant the easement hereinafter described relative to said 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 acknowl-
edged 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
an existing garage encroaching approximately 2 feet onto real property
owned by the first party. See attached Lot Certification for a detailed
map of the existing structure encroachment.

get and have full participation therein

IN WITNESS WHEREOF the parties have signed and affixed their signatures at the city of
Klamath Falls, Oregon, on the 17th day of November, 1987.

(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 said 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 de-
scribed 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:

SEE ATTACHED LOT CERTIFICATION

WITNESSES:

IN WITNESS WHEREOF, the parties have signed and affixed their signatures at the city of Klamath Falls, Oregon, on the 17th day of November, 1987.

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If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

see attached Lot Certification.

The easement described above shall continue for a term of 10 years, beginning on the day of the recording of this instrument, and shall terminate on the day of the expiration of the term of years hereinabove stated. The easement shall be parallel with said center line and not more than 10 feet distant from either side thereof.

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 as well. In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the 11 day and year first hereinabove written.

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON

County of Klamath

November 11, 1987

Personally appeared the above named

Floyd L. Wynne and Barbara J. Wynne

and acknowledged the foregoing instrument to be their

voluntary act and deed.

Before me, Kristi L. Redd

Notary Public for Oregon

My commission expires: 11/16/91

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

TO THE CITY OF ASTORIA, OREGON, FOR THE USE OF THE CITY OF ASTORIA, OREGON, AND TO THE CITY OF ASTORIA, OREGON, FOR THE USE OF THE CITY OF ASTORIA, OREGON.

AFTER RECORDING RETURN TO

Mountain Title Company
407 Main Street
Klamath Falls, Oregon 97601
attention: Kristi Redd

Floyd L. Wynne
Barbara J. Wynne

STATE OF OREGON, County of Klamath

Personally appeared

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me, Kristi L. Redd

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the

day of 11, 1987, at 10 o'clock M., and recorded

in book/reel/volume No. 100 or as document/fee/file/

page 100 instrument/microfilm No. 100

Record of 100 of said County.

Witness my hand and seal of County affixed

By Kristi L. Redd
NAME
TITLE
Deputy

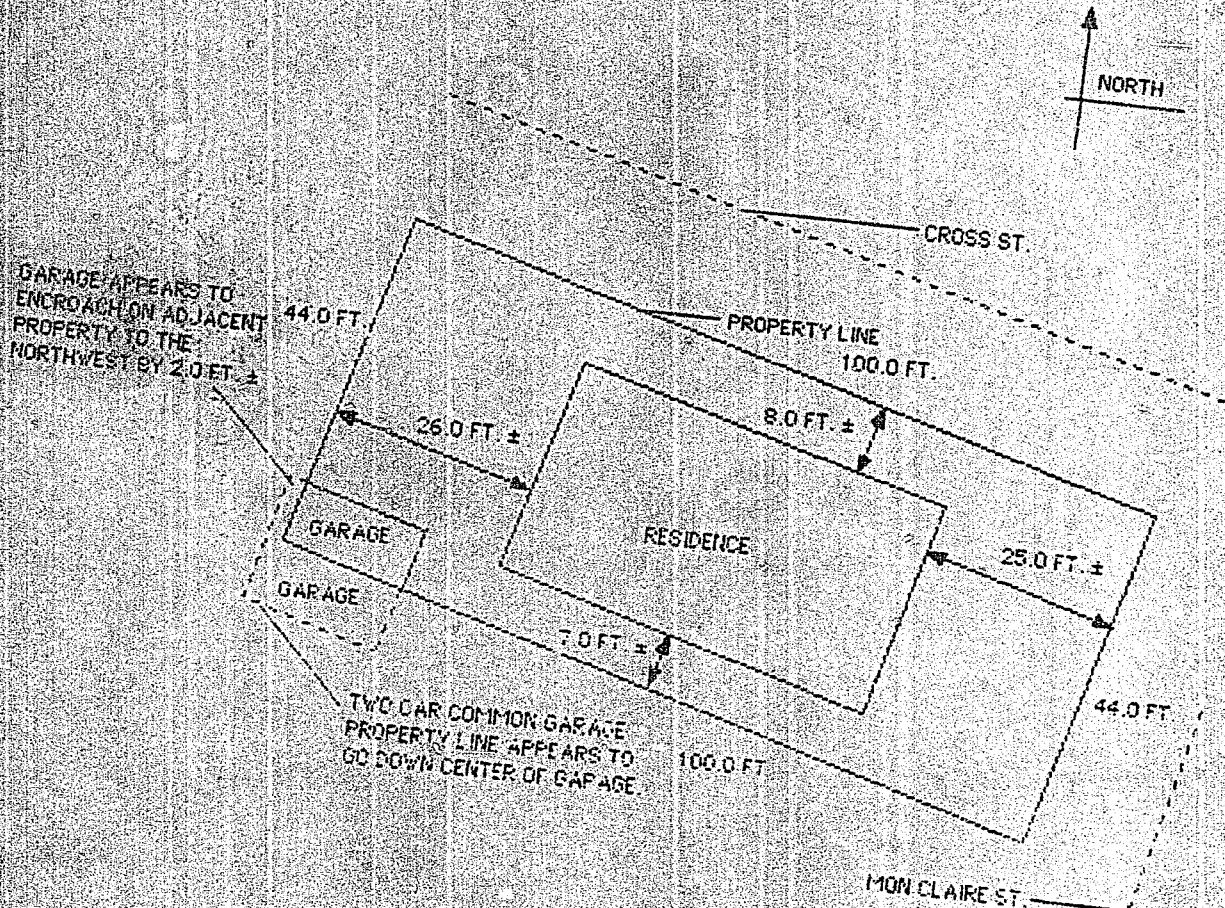
ATTACHMENT TO AGREEMENT FOR EASEMENT
(WYNNE TO ZIMMERMANN)

21169

TO: CENTURY 21
2972 SOUTH 6th
KLAMATH FALLS, ORE.

MAP SHOWING LOCATION OF RESIDENCE ON LOT 7 AND PORTION OF LOT 8, BLOCK 11, HOT SPRINGS ADDITION,
KLAMATH FALLS, OREGON AT 1140 MON CLAIRE ST.

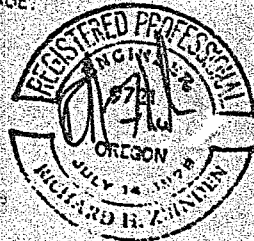
FOR: JEAN ANDERSON
1321 JOHNSON
KLAMATH FALLS, ORE.



I, RICHARD H. ZEINDEN, PE, DO HEREBY CERTIFY THAT I HAVE LOCATED THE RESIDENCE ON THE ABOVE PROPERTY
AND HAVE FOUND AN APPARENT ENCROACHMENT TO THE NORTHWEST IN THE AREA OF THE GARAGE.
THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

11/3/87

ZEINDEN ENGINEERING
828 WEST OREGON AVE.
KLAMATH FALLS, OR



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company
of November A.D., 19 87 at 1:11 o'clock P. M., and duly recorded in Vol. M87 day
of Deeds on Page 21167

FEE \$15.00

By Evelyn Biehn, County Clerk
[Signature]