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K-41139
AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 30th day of December, 1981, by and between Michael W. Stahl and Patricia L. Stahl hereinafter called the first party, and John D. Feeback, Jr. and Peggy J. Feeback 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:

A parcel of land in Section 32, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows: Beginning at the Northwest corner of the NE1/4NW1/4 of Section 32, Township 39 South, Range 10 East of the Willamette Meridian; thence South along the West line of the NE1/4NW1/4 490.0 feet; thence East parallel to the North line of the NE1/4NW1/4 405.0 feet; thence North parallel to the West line of the NE1/4NW1/4 490.0 feet; thence West along the North line of the NE1/4NW1/4 405.0 feet to the point of beginning, Less the 60-foot right of way for Hill Road.

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 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 over and across the road as it now exists on the property described above, for ingress and egress to property conveyed to second party in Deed recorded in Deed Volume M-78 on page 2825 and in Deed Volume M-83 on page 9926, records of Klamath County, 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 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 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:

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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:

and second party's right of way shall be parallel with said center line and not more than _____ 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 day and year first hereinabove written.

Michael W. Stahl

Patricia L. Stahl

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

STATE OF OREGON,

County of Klamath

December 30, 1988

Personally appeared the above named Michael W. Stahl and Patricia L. Stahl

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me
Notary Public for Oregon
My commission expires: 9/30/89

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.

TRUDIE DURANT
NOTARY PUBLIC - OREGON

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT BETWEEN

Michael W. Stahl, et ux

John D. Feedback, Jr. et ux

AFTER RECORDING RETURN TO:
John D. Feedback, Jr.
9544 Hill Road
Klamath Falls, Oregon 97603

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 30th day of Dec., 1988, at 3:59 o'clock P.M., and recorded in book/reel/volume No. M88 on page 22303 or as document/fee/file/instrument/microfilm No. 95507. Record of Deeds of said County.

Witness my hand and seal of County affixed.
Evelyn Biehn, County Clerk
NAME
TITLE
By Pauline Mueller, Deputy

Fee \$13.00