

TC

96504

1989 JAN 27

Vol. 289 Page 1774

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 13th day of January, 19 89, by and between Keith A. and Sondra C. Castel hereinafter called the first party, and John R. and Cathy S. Cogar hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in \_\_\_\_\_ County, State of Oregon, to-wit:

A tract of land situated in Tract 45 of Altamont Small Farms in the NW1/4SE1/4 of Section 15, T39S, R9EWM, Klamath County, Oregon, more particularly described as follows.

Beginning at a 5/8" iron pin with Tru-Line Surveying plastic cap on the Easterly right-of-way line of Altamont Drive from which the platted Northwest corner of said Lot 45 bears N00°11'00"E 96.34 feet and N88°46'00"W 10.00 feet; thence S00°11'00"W, along said right-of-way line, 134.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap marking the most Northerly corner of that tract of land for additional right-of-way as described in Deed Volume M79 Page 8412; thence S44°33'38"E 28.41 feet to the Southeast corner of said tract and being on the South line of said Tract 45 and marked by a 5/8" iron pin with Tru-Line Surveying Plastic cap; thence along said South line S89°18'20"E 135.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap; thence N00°11'00"E 154.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap; thence N89°18'20"W 155.00 feet to the point of beginning, containing 0.543 acres with bearings based on Altamont Drive as being N00°11'00"E.

(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 in perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

NONE.

For PC AC SC

09 JAN 27 PM 2 40

74A

nd vl-

g part ss in

4 *the per. RC*

+ *the per. RC*

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.

+ *Keith A. Castel*  
+ *Sondra C. Castel*

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath } ss.

January 27, 1989

Personally appeared the above named  
JOHN R. COGAR, CATHY S. COGAR, KEITH A.  
CASTEL and SONDR A. CASTEL  
and acknowledged the foregoing instrument to be  
their voluntary act and deed.

(OFFICIAL  
SEAL)

Notary Public for Oregon

My commission expires: 11/16/91

STATE OF OREGON, County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, 19\_\_\_\_.

Personally appeared \_\_\_\_\_ and

\_\_\_\_\_, who, being duly sworn,  
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 \_\_\_\_\_

\_\_\_\_\_, a corporation,  
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:

Notary Public for Oregon

My commission expires: \_\_\_\_\_

(OFFICIAL  
SEAL)

### AGREEMENT FOR EASEMENT

BETWEEN

Keith A. Castel & Sondra C. Castel

5734 Altamont

Klamath Falls, OR 97603

AND

John R. Cogar & Cathy S. Cogar

5729 Altamont

Klamath Falls, OR 97603

AFTER RECORDING RETURN TO

John R. Cogar and Cathy S. Cogar

5729 Altamont

Klamath Falls, OR 97603

SPACE RESERVED  
FOR  
RECORDER'S USE

Fee \$18.00

STATE OF OREGON, \_\_\_\_\_ ) ss.  
County of Klamath

I certify that the within instru-  
ment was received for record on the  
27th day of Jan., 1989.,  
at 2:40 o'clock P.M., and recorded  
in book/reel/volume No. M89 on  
page 1774 or as document/fee/file/  
instrument/microfilm No. 96504.  
Record of \_\_\_\_\_  
Deeds \_\_\_\_\_  
of said County.

Witness my hand and seal of  
County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By *Pauline M. Mendenhall* Deputy