

98535

AGREEMENT FOR EASEMENT

Vol. m89 Page 5236

THIS AGREEMENT, Made and entered into this day of March, 1989,
by and between ROOKSTOOL & ALTER, a co-partnership consisting of Jack L. Rookstool*,
hereinafter called the first party, and Charles Gebhart and Muray Gebhart
....., hereinafter called the second party;

*and Martin D. Alter

WITNESSETH:

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

SEE ATTACHED EXHIBIT "A"

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 the South 12 feet of the real property described in Exhibit "A" attached hereto for ingress and egress to vehicular parking. See map attached hereto as Exhibit "B".

(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:

99 MAR 29 PM 2 18

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.

Jack L. Rookstool
Rookstool & Alter, a partnership by
Jack L. Rookstool
(If the above named first party is a corporation,
use the form of acknowledgment opposite.)

W. D. Alter
Rookstool & Alter, a partnership by Martin
D. Alter

STATE OF OREGON,

County of KLAMATH

Personally appeared the above named JACK
ROOKSTOOL & MARTIN ALTER

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

(ORS 93.490)

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

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:

(OFFICIAL
SEAL)

Notary Public for Oregon
My commission expires: 11/26/89

(OFFICIAL
SEAL)

Before me:

Notary Public for Oregon
My commission expires: 11/26/89

**AGREEMENT
FOR EASEMENT**
BETWEEN

AND

AFTER RECORDING RETURN TO

Rookstool & Alter
4745 S. 6th St.
Klamath Falls, Or. 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,) ss.
County of

I certify that the within instru-
ment was received for record on the
..... day of 19.....
at o'clock M. and recorded
in book/reel/volume No. on
page or as document/tee/file/
instrument/microfilm No.
Record of
of said County.

Witness my hand and seal of
County affixed.

By TITLE
NAME Deputy

EXHIBIT "A"

The following described real property situate in Klamath County, Oregon:

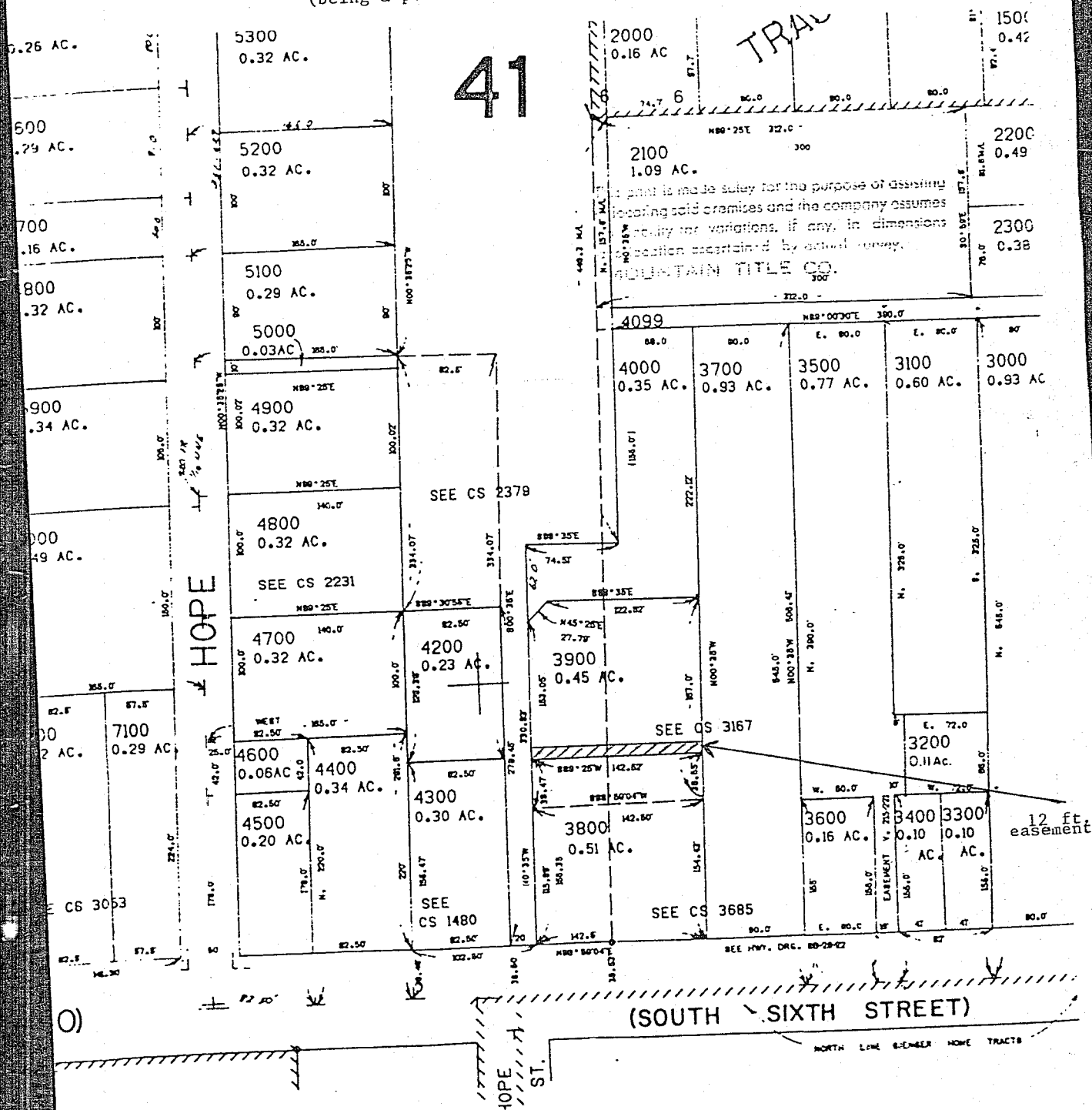
A portion of the SE1/4 NW1/4 of Section 2 Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Beginning at a one-inch axle marking the Southwesterly corner of Lot 82 of Pleasant Home Tracts, a duly recorded subdivision; thence North 89 degrees 24' 30" East along the Southerly boundary of said Lot 82 and said Pleasant Home Tracts a distance of 660.20 feet to a 3/4 inch iron pipe; thence South 00 degrees 35' 00" East a distance of 1301.82 feet to the Northerly right of way line of South Sixth Street (State Highway No. 140); thence North 88 degrees 59' 04" East along said Northerly right of way line 102.50 feet to a P-K Nail; thence North 00 degrees 35' 00" West a distance 115.88 feet to the true point of beginning of this description; thence continuing North 00 degrees 35' 00" West 153.05 feet to a P-K Nail; thence North 45 degrees 25' 00" East 27.79 feet to a P-K Nail; thence South 88 degrees 35' 00" East 122.52 feet to a P-K Nail on the Easterly line of that parcel of land as described in Deed Volume M72, page 760, Records of Klamath County, Oregon; thence South 00 degrees 35' 00" East along said Easterly line a distance of 167.00 feet; thence South 88 degrees 59' 04" West a distance of 142.50 feet to the true point of beginning. Bearings based on Survey No. 1480 as recorded in the office of the Klamath County Surveyor.

SAVING AND EXCEPTING the following described parcel of real property:

A portion of the SE1/4 NW1/4, Section 2, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Beginning at a 1 inch axle marking the Southwesterly corner of Lot 82, Pleasant Home Tracts, a duly recorded subdivision; thence North 89 degrees 24' 30" East along the Southerly boundary of said Lot 82 and said Pleasant Home Tracts a distance of 660.20 feet to a 3/4 inch iron pipe; thence South 00 degrees 35' 00" East a distance of 1301.82 feet to the Northerly right of way line of South Sixth Street (State Highway No. 140); thence North 88 degrees 59' 04" East along said Northerly right of way line 102.50 feet to a P-K Nail; thence North 00 degrees 35' 00" West a distance of 115.88 feet to the true point of beginning of this description, as marked by an 1/2 inch iron pin; thence North 88 degrees 59' 04" East 142.50 feet to a 1/2 iron pin on the Easterly line of that parcel of land as described in Deed Volume M72, page 760, Records of Klamath County, Oregon; thence along said Easterly line North 00 degrees 35' 00" West 38.55 feet to a 5/8 inch iron pin; thence South 89 degrees 25' 00" West 142.52 feet to a 5/8 inch iron pin; thence South 00 degrees 35' 00" East 39.47 feet to the true point of beginning, containing 5559.71 square feet (0.13 acres) more or less, with bearings based on Survey No. 1480, as recorded in the office of the County Surveyor.

Tax Account No: 3909 002BD 03900

EXHIBIT "B"
(being a portion of Klamath County Assessors Map 3909-02BD)



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Rookstool & Alter the 29th day
of March A.D., 19 89 at 2:18 o'clock P M., and duly recorded in Vol. M89
of Deeds on Page 5236

Evelyn Biehn County Clerk

By Daniel M. M. M. M. M.

FEE \$23.00