

AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into this 29 day of June, 1989, by and between DAVID EINAR RUSTH and CARLA J. RUSTH, husband and wife, hereinafter called the First Party and JOHN P. RADEMACHER and DEANE HASEMAN, husband and wife, hereinafter called the Second Party;

W I T N E S S E T H:

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 lying in the N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 34, Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at an iron rod marking the Southwest corner of said N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ and running; thence East on the South line of said tract 660 feet; thence North parallel to the West line of said Section 34, 330 feet; thence West parallel to the South line of said N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ 660 feet to the West line of said Section 34; thence South along said West line 330 feet to the point of beginning.

and has the right to grant the easement hereinafter described relative to said real estate; and

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 is hereby 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 Westerly thirty feet (30') of said property extending from the South property line, parallel to the Westerly property line, to the north peroperty line for purposes of ingress and egress to property owned by Second Party to the South of said property.

The Second Party shall have all personal 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 be perpetual.

This easement is for a right-of-way over or across First Party's said real estate, and is for the benefit of and shall run with the land owned by Second Party, legally described as follows, to-wit:

The S $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 34, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

This agreement shall bind and inure to the benefit of, as

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the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well, subject, however, to the termination provisions and conditions contained hereinabove.

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 on the day and year first above written.

David E. Rusth

Carol J. Rusth

STATE OF OREGON/County of Klamath) ss.

Personally appeared the above-named DAVID E. RUSTH
on this 29th day of June, 1988, and acknowledged the
foregoing instrument as THEIR voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: 07-29-89

STATE OF OREGON/County of Klamath) ss.

Personally appeared the above-named _____,
on this _____ day of _____,
198____ and acknowledged the foregoing instrument as
_____ voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: _____

AGREEMENT FOR
EASEMENT

Between

and

After Recording Return To:

Neal G. Buchanan

601 Main ST. #215

Klamath Falls, Or. 97601

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Neal G. Buchanan

on this 14th day of July A.D., 19 89
at 8:57 o'clock A.M. and duly recorded
in Vol. M89 of Deeds Page 12891

Evelyn Biehn

County Clerk

By Pauline Muehlendore

Fee, \$13.00

Deputy.