

93928

Vol 95 Page 1621

*K-47274*  
ENCROACHMENT AGREEMENT AND EASEMENT

Whereas, Sharon K. Anderson, is the owner of the following described parcel:

A tract of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 E.W.M. Klamath County, Oregon, being more particularly described as follows:

Beginning at a point that lies East 330 feet and 1160 feet North of the Southwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 E.W.M. (said point also being the Northwest corner of that property described in instrument recorded August 27, 1953, in Deed Volume 262 on page 514), from said point run North 80 feet; thence East 165 feet; thence South 80 feet; thence West 165 feet to the place of beginning, saving and excepting any portion lying within Hope Street.

and Whereas, Teresa K. Starr, is the owner of the following described parcel:

A tract of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 39 South, Range 9 E.W.M. Klamath County, Oregon, being more particularly described as follows:

Beginning on the North boundary of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  at the Northwest corner of that certain tract deeded in Vol. M-77 on page 157, Microfilm Records of Klamath County, Oregon, being a point 330 feet East of the Northwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence South 80 feet; thence East 165 feet; thence North 80 feet; thence West 165 feet to the point of beginning.

and for and in consideration of the covenants and conditions hereinafter set forth, said parties Anderson and Starr agree as follows:

Sharon K. Anderson hereby gives and grants to Teresa K. Starr, her successors and assigns permission to encroach upon a portion of property described above insofar as structures and improvements are now located:

Parties expressly reserve the right to enter the encroachment area for the purpose of maintaining, repairing and replacing any structures or improvements as they now exist.

Both parties, by execution hereunder, shall save and hold harmless each to the other, any liability for or on account of any damage to property incurred in any manner whatsoever resulting from the use of the privilege herein granted.

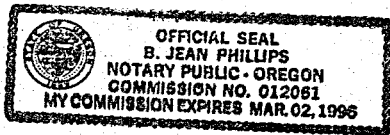
In witness whereof, the parties hereto have caused this agreement to be executed this 20 day of January 1995.

*Sharon K. Anderson*  
Sharon K. Anderson

*Teresa K. Starr*  
Teresa K. Starr

State of Oregon )  
 ) ss.  
 County of Klamath )

Personally appeared the above named Sharon K. Anderson and acknowledged the foregoing instrument to be her voluntary act and deed.

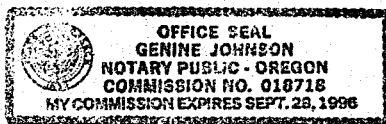


Before me:

*B. Jean Phillips*  
 Notary Public for Oregon  
 My Commission expires 3-2-96

State of Oregon )  
 ) ss.  
 County of Klamath )

Personally appeared the above named Teresa K. Starr and acknowledged the foregoing instrument to be her voluntary act and deed.



Before me:

*Genine Johnson*  
 Notary Public for Oregon  
 My Commission expires 9/28/96

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 24th day  
 of Jan. A.D., 19 95 at 11:03 o'clock A. M., and duly recorded in Vol. N95  
 of Deeds on Page 1621

Bernetha G. Letsch, County Clerk

FEE \$35.00

By

*Dorlene Mulholland*