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36421

97 APR 22 AM 1:19 Vol. m97 Page 12080

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 1 day of April, 1997,
by and between ~~Robert S. Stockton~~ Henry W. Lester and Karen D. Lester
hereinafter called the first party, and Robert S. Stockton and Elizabeth A. Stockton
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:

Parcel 2 of Minor Land Partition 42-83
see attached exhibit for full legal description

This instrument is being recorded as an
accommodation only, and has not been
examined as to validity, sufficiency or effect it
may have upon the herein described property.
This conveyance is being recorded at the request of
ASPEN TITLE & ESCROW, INC.

and has the unrestricted right to grant the easement hereinafter described relative to the 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 Access to

Parcel 3 of Minor Land Partition 42-83.
See attached exhibit for full legal description.
over and across the existing driveway beginning
at Altamont Drive and extending westerly 160'

(Insert here a full description of the nature and type of the easement granted to the second party.)

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Henry & Karen Lester

AND

Robert & Elizabeth Stockton

After recording return to (Name, Address, Zip):

Robert S. Stockton
1121 Maryman Dr.
Klamath Falls, OR 97603

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of _____ } ss.

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

Witness my hand and seal of
County affixed.

NAME TITLE
By _____, Deputy

The second party shall have all rights of ingress and egress to and from the 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 Perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows: Over and across the existing driveway beginning at
Adjacent Drive and extending westerly 166'

and second party's right of way shall be parallel with the center line and not more than 8' feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☒ both parties, share and share alike; ☒ both parties, with the first party being responsible for 50% and the second party being responsible for 50%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

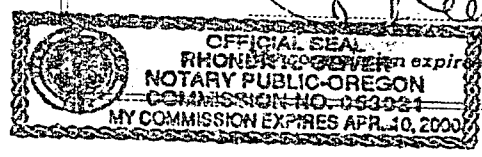
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinafove written.

Henry W. Lester
Karen D. Lester
First Party

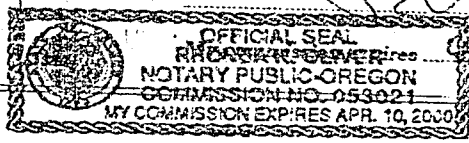
STATE OF OREGON,
County of Klamath } ss.
This instrument was acknowledged before me on
April 17, 1997, by Henry W. ?
Karen D. Lester
or



Rhonda L. Gower
Notary Public for Oregon
Apr. 10, 2000

Robert S. Stockton
Elizabeth A. Stockton
Robert S. Stockton as her attorney in fact.
Second Party
STATE OF OREGON,
County of Klamath } ss.

This instrument was acknowledged before me on
April 13, 1997, by Robert S. Stockton
Elizabeth A. Stockton
as an individual
as AS Atty in fact for Elizabeth A. Stockton



Rhonda L. Gower
Notary Public for Oregon
4-10-2000

LEGAL DESCRIPTION
OF
PARCEL 2 OF "MINOR LAND PARTITION 42-83"

12882

A TRACT OF LAND SITUATED IN LOT 2 BLOCK 1 OF "THIRD ADDITION TO ALTAMONT ACRES", A DULY RECORDED SUBDIVISION IN KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 2 BEARS N00°13'00"W 66.75 FEET; THENCE N89°12'17"W 150.00 FEET; THENCE N00°13'00"W 66.75 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE N89°12'17"W 149.30 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S00°12'30"E 146.66 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE S89°12'17"E, ALONG THE SOUTH LINE OF SAID LOT 2, 139.33 FEET, MORE OR LESS TO A POINT FROM WHICH THE SOUTHEAST CORNER OF SAID LOT 2 BEARS N89°12'17"W 160.00 FEET; THENCE N00°13'00"W 62.81 FEET; THENCE S89°12'17"E 160.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE N00°13'00"W 16.00 FEET TO THE POINT OF BEGINNING, CONTAINING 23,490 SQUARE FEET, MORE OR LESS.

12083

A tract of land situated in Lot 2, Block 1, THIRD ADDITION TO ALTAMONT ACRES, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the East line of said Lot 2, from which the Northeast corner of said Lot 2 bears North 00 degrees 13' 00" West 82.75 feet; thence South 00 degrees 13' 00" East 62.81 feet; more or less, to the Southeast corner of said Lot 2; thence North 89 degrees 12' 17" West, along the South line of said Lot 2, 160.00 feet; thence North 00 degrees 13' 00" West 62.81 feet; thence South 89 degrees 12' 17" East 160.00 feet to the point of beginning.

ALSO described as Parcel 3 of Minor Land Partition 42-83.

CODE 41 MAP 3909-10BA TL 400

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 22nd day
of April A.D., 19 97 at 11:19 o'clock A. M., and duly recorded in Vol. M97
of Deeds on Page 12080

FEE \$45.00

Bernetha G. Letsch, County Clerk
by Kathleen Ross