

61762

93 MAY 10 04 2 09

AGREEMENT FOR EASEMENT

Vol. m93 Page 11406

THIS AGREEMENT, Made and entered into this 17th day of May, 1993, by and between MELVIN L. STEWART AND MARY LOU STEWART, hereinafter called the first party, and DOLPH P. ROWLBY, hereinafter called the second party;

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

Lot 10 in Block 8 of TRACT 1264, FOURTH ADDITION TO NORTH HILLS ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

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 an easement for the encroachment of the concrete sidewalk from Lot 11 in Said Block 8 of Tract 1264- FOURTH ADDITION TO NORTH HILLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. (See attached sketch)

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Melvin L. Stewart and Mary Lou Stewart

AND

Dolph P. Rowlby

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/instrument/microfilm/reception No. Record of of said county.

Witness my hand and seal of County affixed.

After recording return to (Name, Address, Zip): KLAMATH FIRST FEDERAL S&LA 2943 SOUTH SIXTH STREET KLAMATH FALLS, OREGON 97603

By NAME TITLE Deputy

11407



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 perpetuity, 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:
see attached sketch

and second party's right of way shall be parallel with the center line and not more than _____ 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 _____% and the second party being responsible for _____%. (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 hereinabove written.

Melvin L. Stewart
MELVIN L. STEWART
Mary Lou Stewart
MARY LOU STEWART First Party

Dolph B. Bowlby
DOLPH B. BOWLBY

STATE OF OREGON,
County of _____ } ss.
This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____

STATE OF OREGON,
County of _____ } ss.
This instrument was acknowledged before me on _____, 19____, by _____ as _____ of _____

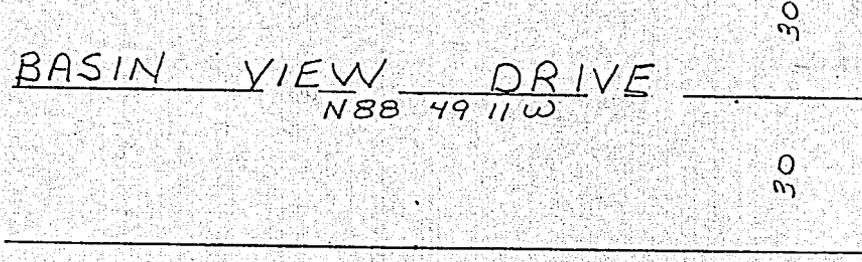
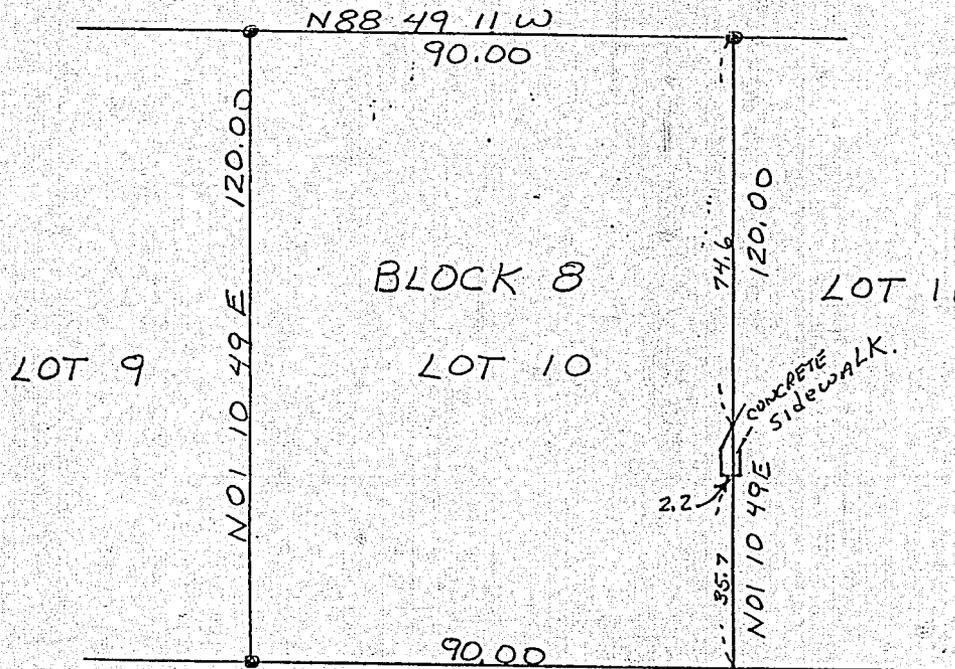
My commission expires _____ Notary Public for Oregon

My commission expires _____ Notary Public for Oregon

SKETCH OF ENCROACHMENT
SITUATED ON LOT 10. BLOCK 8 OF
TRACT 1264- 4TH ADDITION TO NORTH
HILLS ESTATES.

11408

MAY 12, 1993



● - MONUMENT FOUND

SCALE 1" = 30'

TRU SURVEYING LINE
2333 Summers Lane
Klamath Falls, OR 97603

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 19th day
of May A.D., 19 93 at 2:09 o'clock P.M., and duly recorded in Vol. M93
of Deeds on Page 11406.

Evelyn Biehn County Clerk
By Douglas Mulvaney

FEE \$35.00