

NL

98786

AGREEMENT FOR EASEMENT

mge 1396-473 10111

Vol. 1995 Page 30th

THIS AGREEMENT, Made and entered into this 30th day of March, 1995,  
by and between Melvin L. Stewart and Mary Lou Stewart, husband and wife  
hereinafter called the first party, and HAROLD CAMPBELL AND LOYCE CAMPBELL, husband and wife  
hereinafter called the second party;

WITNESSETH:

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

A portion of Parcel 3 of MAJOR LAND PARTITION 22-91, situated in the E½NE¼ of Section  
35 and the W½NW¼ of Section 36, Township 38 South, Range 9 E.W.M., 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 utility and roadway purposes, with the right for future dedication for  
subdivision purposes, as described in the attached Exhibit "A" made a part hereof

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

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

AND

SPACE RESERVED  
FOR  
RECORDER'S USE

After recording return to (Name, Address, Zip)

Mel Stewart  
mrc

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

45

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 Exhibit "B" made a part hereof

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 100%. (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

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on March 30, 1995, by Melvin L. Stewart and Mary Lou Stewart

Kristi L. Redd  
Notary Public for Oregon  
My commission expires 11/16/95

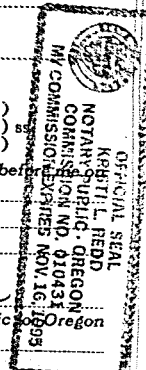
Harold A. Campbell  
Harold Campbell  
Loyce Campbell  
Loyce Campbell Second Party

STATE OF OREGON,

County of Klamath }

This instrument was acknowledged before me on April 21, 1995, by Harold A. Campbell and Loyce Campbell

Kristi L. Redd  
Notary Public for Oregon  
My commission expires 11/16/95



Owners  
Erwin R. Ritter, L. S. W. R. E.  
Dennis A. Ensor, L. S. W. R. E.

EXHIBIT "A"

10113

**TRU** (SURVEYING) **LINE**

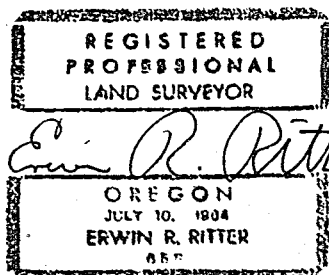
TELEPHONE (503) 884-3691  
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

MARCH 16, 1995

**40 FOOT EASEMENT TO HAROLD CAMPBELL  
FROM MEL STEWART**

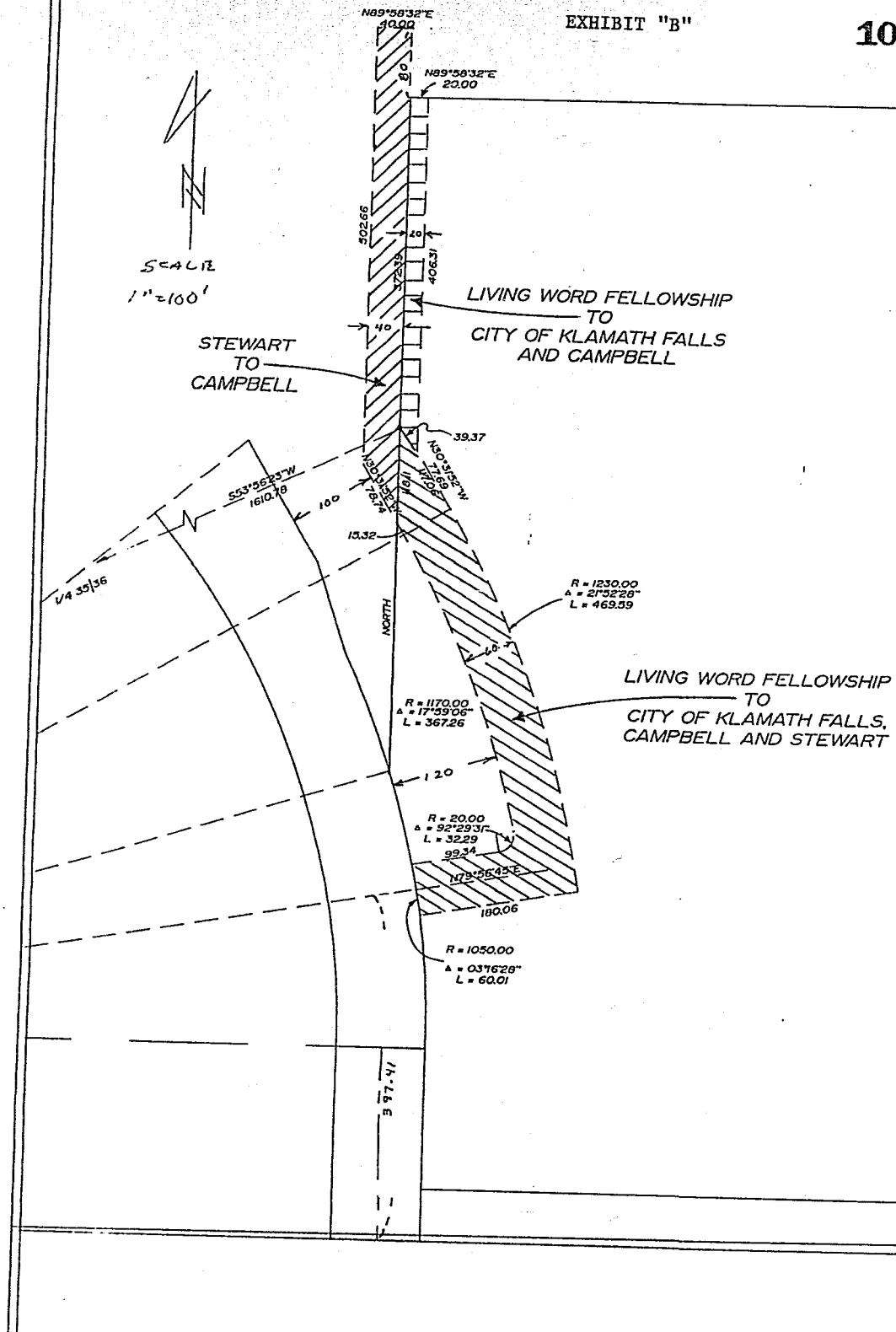
A 40 FOOT WIDE EASEMENT SITUATED IN THE NW1/4 SECTION 36,  
T38S, R9EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF MAJOR LAND  
PARTITION 22-91 FROM WHICH THE WEST 1/4 CORNER OF SAID SECTION 36  
BEARS S53°56'23"W 1610.78 FEET; THENCE SOUTH, ALONG EAST LINE OF  
SAID LAND PARTITION, 118.11 FEET TO THE SOUTHWESTERLY LINE OF A  
60 FOOT WIDE EASEMENT; THENCE N30°31'52"W 78.74 FEET; THENCE  
NORTH 502.66 FEET; THENCE N89°58'32"E 40.00 FEET; THENCE SOUTH  
452.39 FEET TO THE POINT OF BEGINNING.



*Erwin R. Ritter*  
ERWIN R. RITTER O.L.S. 658

EXPIRES 12/31/96



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 21st day  
 of April A.D., 19 95 at 10:53 o'clock A M., and duly recorded in Vol. M95,  
 of Deeds on Page 10111

FEE \$45.00

Bernetha G. Lefsch, County Clerk  
 By Bernetha G. Lefsch