

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 29th day of April 1996, by and between Elizabeth A. Creedican also Known as Elizabeth Anne Creedican, hereinafter called Grantor, and Howard W. Schauer and Jean E. Schauer, husband and wife, and Michael J. Dykzeul and Carin D. Dykzeul, husband and wife, hereinafter called Grantees:

## W I T N E S S E T H

A. Grantor is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Lot 7 in Block 34, First Addition to the City of Klamath Falls, 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 said real property.

B. Grantees have for many years past have utilized a domestic sewer line through the Grantor's real property. The parties hereto desire to formalize the rights and liabilities of the parties concerning said sewer line.

C. Grantor conveys to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantor, for domestic sewer line purposes, more particularly described as:

An easement ten feet in width commencing at the point of the existing sewer line in the alley of Block 34 of First Addition to the City of Klamath Falls, Oregon near the most Northerly corner of Lot 7, of said Block 34, thence Southeasterly to the most Easterly portion of Lot 7 at Lincoln Street.

The terms of this easement are as follows:

1. Grantees, their agents, independent contractors and successors shall use the easement for domestic sewer purposes only, for the benefit to the property described in paragraph 7 and in conjunction with such use may construct, reconstruct, maintain and repair the sewer line thereon.

2. Grantor reserves the right to relocate the sewer line at any time and in such case shall at Grantor's sole expense reconstruct a sewer line at such new location in as good or better condition as existed at the prior location. If the easement is relocated, Grantor may record an instrument indicating the relocated sewer line easement and such instrument shall serve to amend this easement and eliminate any rights of Grantees in the original easement. Such amendment of the description shall be effective whether or not signed by Grantees but Grantees shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantor.

3. Grantees agree to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantees' use of the easement. Grantees assume all risks arising out of their use of the easement and Grantor shall have no liability to Grantees or others for any condition existing thereon. Schauer and Dykzeul and their successors in interest shall share equally in the cost of maintenance and repair of the sewer line in this easement.

4. This easement is appurtenant and for the benefit of the real property owned by Grantees and described below in paragraph 7.

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5. This easement shall be perpetual and shall not terminate for periods of non-use by Grantees. Said easement may be terminated upon written agreement by Grantors and Grantees, their heirs, successors and assigns.

6. This easement is granted subject to all prior easements or encumbrances of record.

7. The following is a description of the Grantees dominant property to which this easement is appurtenant;

Lots 2, 3 and 4 in Block 34, First Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, which is the real property of Howard W. Schauer and Jean E. Schauer; and Lot 5 in Block 34, First Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, which is the real property of Michael J. Dykzeul and Carin D. Dykzeul.

IN WITNESS THEREOF, the parties have caused this instrument to be executed the day and year first above.

Elizabeth Anne Creedican  
Elizabeth Anne Creedican

Michael J. Dykzeul  
Michael J. Dykzeul

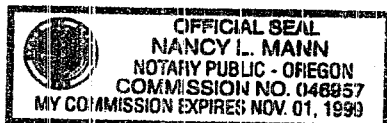
Howard W. Schauer  
Howard W. Schauer

Carin D. Dykzeul  
Carin D. Dykzeul

Jean E. Schauer  
Jean E. Schauer

STATE OF OREGON                    )  
  ) ss. April 29, 1996  
County of Klamath                )

Personally appeared Elizabeth Anne Creedican, Howard W. Schauer, Jean E. Schauer, Michael J. Dykzeul and Carin D. Dykzeul, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Nancy L. Mann  
Notary Public for Oregon  
My Commission expires: 11-1-99

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Brandsness & Brandsness, P.C. the 1st day  
of May A.D., 1996 at 10:00 o'clock AM., and duly recorded in Vol. M96  
of Deeds on Page 12196

Bernetha G. Letsch, County Clerk

FEE \$35.00 Return: Brandsness  
411 Pine Street  
Klamath Falls, Oregon 97601

By Cheryl Russell