

AGREEMENT FOR EASEMENT Vol. m91 Page 28413

WITNESSETH

Lot 11 of TRACT 1289, FOURTH ADDITION TO EAST HILL ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The first party does hereby grant, assign and set over to the second party an easement for drainage over and across a portion of Lot 11 TRACT 1289, FOURTH ADDITION TO EAST HILLS ESTATES appurtenant to real property of the second Party described as Parcel 2 of Land Partition 11-94 as file in the Klamath County Engineers Office and being more particularly described in Exhibit "A" attached hereto and made a part hereof. Second Party will reinstate the real property to the same conditions as it was prior to the work being performed on the easement.

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

AGREEMENT FOR EASEMENT

BETWEEN

MELVIN L. STEWART & MARY LOU STEWART

DALE MC DOWELL JR. & PAMELA MC DOWELL

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

Mel and Mary Lou Stewart

2225 Kimberly Dr

City 97603

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.

NAME _____ TITLE _____
By _____ Deputy _____

CITY 81857

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:

WITNESSETH FOR EVIDENCE

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:

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.)

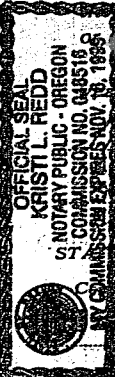
During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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

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 first hereinabove written.



Alvin L. Stewart
Alvin L. Stewart
Mary Lou Stewart
Mary Lou Stewart First Party

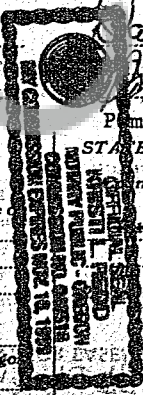
STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on August 6, 1996, by

SK Melvin L. and Mary Lou Stewart

Kristin L. Redd
Notary Public for Oregon
My commission expires 11/16/99



Pamela McDowell, Jr.
Pamela McDowell Jr.
Pamela McDowell Second Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on Sept. 9, 1996, by

Pamela McDowell Jr. and Pamela McDowell

Kristin L. Redd
Notary Public for Oregon
My commission expires 11/16/99

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Ameritrile the 10th day of Sept. A.D. 1996 at 11:25 o'clock A.M., and duly recorded in Vol. M96 of Deeds on Page 28413

FEE \$35.00

Bernetha G. Letsch County Clerk/
By [Signature]