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1999 JUN 23 AM 11:11

Vol M99 Page 24592



EASEMENT

Between

And

SPACE RESERVED
FOR
RECORDER'S USE

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

Dale and Pamela McDowell
2130 Watson
Klamath Falls, Oregon 97603

MTC 48355--KR

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 _____ and/or as fee/file/instrument/microfilm/reception No. _____, Records of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

THIS AGREEMENT made and entered into this 21st day of June, 1999, by and between MELVIN L. STEWART hereinafter called the first party, and DALE S. MCDOWELL AND PAMELA J. MCDOWELL, husband and wife hereinafter called the second party, WITNESSETH:

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

Lot 12 in TRACT 1289-FOURTH ADDITION TO EAST HILLS ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the North 20 feet thereof of said Lot 12.

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 \$ 1.00 by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit: an easement for storm drainage and sanitary sewer easement more particularly described in Exhibit "A" attached hereto and made a part hereof.

Said easement is appurtenant to real property of the Second Party lying in the SE1/4 of the NE1/4 of Section 1, Township 39 South Range 9 E.W.M., Klamath County, Oregon lying Northerly of Tract 1289, Fourth Addition to East Hills Estates and Easterly of Tract 1120, Second Addition to East Hills Estates.

Said attached Exhibit "B" attached hereto and made a part hereof for a map of said easement.

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

24593



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 agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be 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:

and the 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, if 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 responsible for _____% and the second party responsible for 100%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who 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 parties hereto but also their respective heirs, executors, administrators, assigns, 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 the day and year first written above.

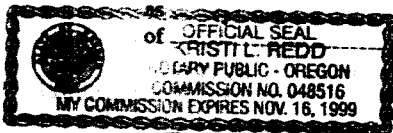
Melvin L. Stewart
Melvin L. Stewart

FIRST PARTY

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on June 21, 1999, 1999,
by Melvin L. Stewart

This instrument was acknowledged before me on _____, 19____,
by _____



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

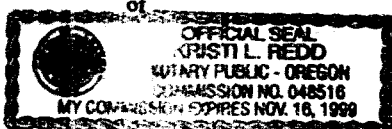
Dale S. McDowell
Dale S. McDowell
Pamela J. McDowell
Pamela J. McDowell

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on June 22, 1999,
by Dale S. McDowell and Pamela J. McDowell

This instrument was acknowledged before me on _____, 19____,
by _____

as _____
of _____



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

Owner
Dennis A. Ensor, L.S. W.R.E.

EXHIBIT "A"

24594

TRUSURVEYING, INC. LINE

TELEPHONE (541) 884-3691
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

JUNE 1, 1999

LEGAL DESCRIPTION OF STORM DRAINAGE AND SANITARY SEWER EASEMENT

A 10 FOOT WIDE STORM DRAINAGE AND SANITARY SEWER EASEMENT BEING IN LOT 12 OF "TRACT 1289 - FOURTH ADDITION TO EAST HILLS ESTATES", SITUATED IN THE SE1/4 NE1/4 OF SECTION 1, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS N20°45'22"E 170.00 FEET AND CENTRAL ANGLE EQUALS 03°22'20") 10.01 FEET; THENCE N20°45'22"E 134.22 FEET TO A POINT ON THE LOT LINE COMMON TO LOT 11 AND SAID LOT 12; THENCE, ALONG THE SAID COMMON LINE, S06°58'05"E 21.50 FEET AND S20°45'22"W 115.49 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE SAID PLAT OF "TRACT 1289".

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

REGISTERED
PROFESSIONAL
LAND SURVEYOR

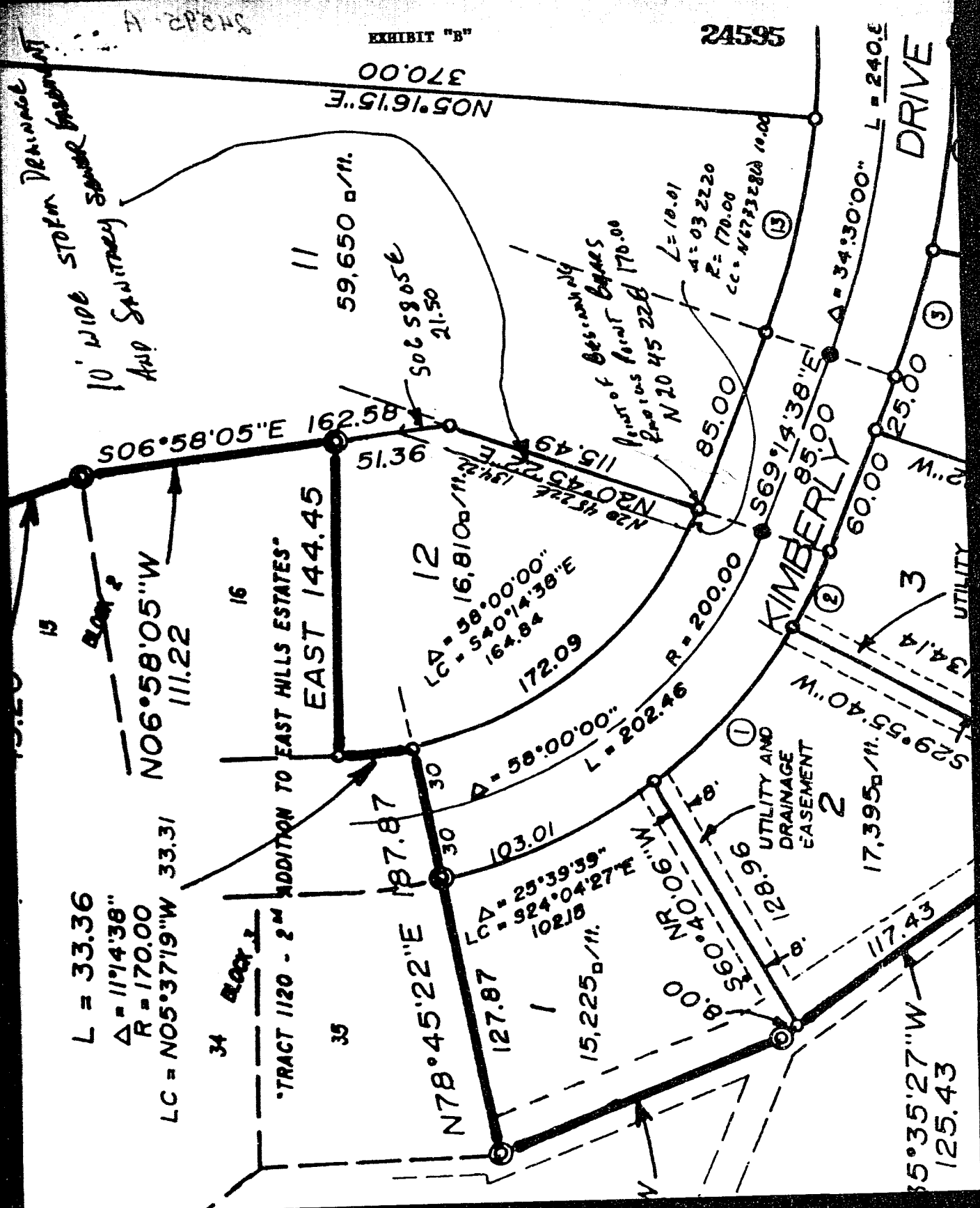
Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

EXPIRES 12/31/99

EXHIBIT "B"

24595



10' wide storm sewer easement
 And Sanitary Sewer Easement

TRACT 1120 - 2nd ADDITION TO EAST HILLS ESTATES

DRIVE

$L = 33.36$
 $\Delta = 11^\circ 14' 38''$
 $R = 170.00$
 $LC = N05^\circ 37' 19'' W \ 33.31$

$N06^\circ 58' 05'' W$
 111.22

EAST 144.45

$\Delta = 58^\circ 00' 00''$
 $LC = S40^\circ 14' 38'' E$
 164.84

$\Delta = 25^\circ 39' 39''$
 $LC = S24^\circ 04' 27'' E$
 102.18

$N78^\circ 45' 22'' E$
 127.87

$S29^\circ 55' 40'' W$
 17.395

$S5^\circ 35' 27'' W$
 125.43

KIMBERLY

$A = 34^\circ 30' 00''$
 $L = 240.0$

$\Delta = 03^\circ 22' 20''$
 $R = 170.00$
 $LC = N67^\circ 32' 28'' E \ 10.00$

$N05^\circ 16' 15'' E$
 370.00

59,650 sq ft.

$S06^\circ 58' 05'' E$
 162.58

12

16,810 sq ft.

51.36

506,580 sq ft.

21.50

11

15.49

115.49

120 45 22 E 170.00

L = 10.01

85.00

60.00

25.00

3

UTILITY

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Fees 50 KR