

CREATION OF A PUBLIC DRAINAGE EASEMENT

M9C 1396-1928

KNOW ALL MEN BY THESE PRESENTS, that MELVIN L. STEWART, MARY LOU STEWART, GARY L. STEWART, LISA M. STEWART, MATT A. STEWART, AND DARCY K. STEWART, INDIVIDUALLY AND DOING BUSINESS AS GLENRIDGE PLACE, A PARTNERSHIP, in consideration of the benefits accruing to the above named by reason of said creation of a public drainage easement, We the undersigned do hereby irrevocably create the following described public drainage easement:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF FOR DESCRIPTION OF EASEMENT.

All parties agree at all times, to maintain and make necessary repairs, should the easement require same for easements proper upkeep and maintenance, and to share equally the costs of said repair's and maintenance.

The parties shall have all rights of ingress and egress to and from the real estate, including the right from time to time, to cut, trim or remove trees, brush, overhanging branches and other obstructions, necessary for the parties 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 parties shall have the full use and control of the above described real estate as to their respective parcels.

The parties agree to hold each other harmless from any and all claims of outside parties arising from the rights herein granted.

This agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, personal representatives, assigns or successors in interest to each party.

This agreement dated this 26 day of June, 2000.

Melvin L. Stewart
Melvin L. Stewart

Mary Lou Stewart
Mary Lou Stewart

Gary L. Stewart
Gary L. Stewart

Lisa M. Stewart
Lisa M. Stewart

Matt A. Stewart
Matt A. Stewart

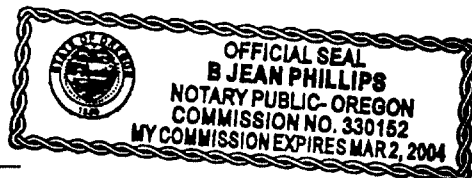
Darcy K. Stewart
Darcy K. Stewart

By-
Glenridge Place, A partnership

Witnessed before me this 26 day of June, 2000, by Melvin L. Stewart, Mary Lou Stewart, Gary L. Stewart, Lisa M. Stewart, Matt A. Stewart, Darcy K. Stewart, individually and doing business as Glenridge Place, a partnership

By [Signature]
Notary Public for the State of Oregon
County of Klamath

My commission expires: 3-2-04



After recording return to:

Glenridge Place Partnership
5761 Glenridge Way
WY 97603


TRU SURVEYING, INC. **LINE**
TELEPHONE (541) 884-3691
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

MARCH 2, 2000

LEGAL DESCRIPTION OF DRAINAGE EASEMENT

A DRAINAGE EASEMENT BEING IN LOT 1 OF "TRACT 1317 - SIXTH ADDITION TO NORTH HILLS", SITUATED IN THE SW1/4 NW1/4 OF SECTION 36, T38S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°05'03"E, ALONG THE EAST LINE OF SAID LOT 1, 8.00 FEET; THENCE S89°54'57"W 10.00 FEET; THENCE N00°05'03"W 8.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE N89°54'57"E 10.00 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE PLAT OF "TRACT 1317 - SIXTH ADDITION TO NORTH HILLS".


DENNIS A. ENSOR O.L.S. 2442



EXPIRES 12/31/01

State of Oregon, County of Klamath
Recorded 06/27/00, at 3:24 p.m.
In Vol. M00 Page 23439
Linda Smith,
County Clerk Fee \$ 26.00