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AGREEMENT FOR EASEMENTVol 197 Page 9139

THIS AGREEMENT, Made and entered into this 15th day of March, 1997,
by and between Donald L. & Susan P. Culp
hereinafter called the first party, and Richard A. & Carol A. Gay
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:

TWP 40, Range 8, Block sect 21, TRACT
NW4SW4SW4, ACRES 5.00

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

SE $\frac{1}{2}$ NE4SE4 SECTION 20 TWP 40 Range 8 EAST OF THE WILLAMETTE
MERIDIAN

ROAD EASEMENT

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Donald L. & Susan P. Culp

AND

Richard A. & Carol A. Gay

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

Richard A. & Carol A. Gay

12150 Overland Dr.

Klamath Falls, Or. 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/roll/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

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 indefinitely, 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 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 _____%. (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.

Danell L. Culp
Susan P. Culp
First Party

Richard M. Gay
Carol A. Gay
Second Party

STATE OF OREGON,
County of Klamath
This instrument was acknowledged before me on
March 27, 1997, by Patricia Chaney
as Notary
of Oregon

STATE OF OREGON,
County of Klamath
This instrument was acknowledged before me on
March 27, 1997, by Patricia Chaney
as Notary
of Oregon

Patricia A. Chaney
Notary Public for Oregon
My commission expires 10-22-97

Patricia A. Chaney
Notary Public for Oregon
My commission expires 10-22-97

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Carol A. Gay the 28th day
of March A.D., 19 97 at 3:01 o'clock P.M., and duly recorded in Vol. M97
of Deeds on Page 9139

FEE

\$35.00

by Bernieha G. Letsch, County Clerk
Patricia Chaney