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FORM No. 926—GENERAL EASEMENT

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AGREEMENT FOR EASEMENTVol. 1797 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

'97 APR 14 AM 1:39

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 $\frac{1}{4}$  NE4SE4 SECTION 20 TWP 40 Range 8 EAST OF THE WILLAMETTE  
MERIDIAN

(ROAD EASEMENT) IN THE SE $\frac{1}{4}$  OF SEC 20 TWP 40 RANGE 8 & BEGINNING ON  
SOUTH SIDE OF OVERLAND DR. AND ABUTTING THE GAY PROPERTY ON THE  
EAST SIDE AND ON THE WEST SIDE OF CULP PROPERTY: A 30 FT EASEMENT  
RUNS SOUTH APROXIMATELY 750 FT FOR ACCESS.

(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

SPACE RESERVED  
FOR  
RECORDER'S USE

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 \_\_\_\_\_ A.M., and recorded  
in book/reel/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

1622  
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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.

Donald P. Culp  
Susan P. Culp  
 First Party

Richard M. Gay  
Carol A. Gay  
 Second Party

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

STATE OF OREGON,  
 County of Klamath } ss.  
 This instrument was acknowledged before me on  
March 27, 1996, 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. 1997 at 3:01 o'clock P.M. and duly recorded in Vol. M97  
Deeds on Page 9139

FEE \$35.00

INDEXED

by Bernetha G. Letsch, County Clerk

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Carol A. Gay the 14th day  
 of April, A.D. 1997 at 11:39 o'clock A.M. and duly recorded in Vol. M97  
Deeds on Page 10986

FEE

\$10.00 Re-record

by Bernetha G. Letsch, County Clerk