

NL K-50160V Vol. M97 Page 22523  
**41205** AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 16 day of July, 1987,  
 by and between GARY W. PRICE & WILLIAM R. SEGESEER  
 hereinafter called the first party, and LINDA CRACK AND DEBRA BAILEY  
 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:

Lots 4, 5, 15, 16, 17 Block 2 LENNOX, Klamath County  
OR.

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

THE EAST 30 FEET OF LOT 4, AND THE NORTH 30 FEET  
OF LOTS 4 AND 5, BLOCK 2 LENNOX ADDITION, KLAMATH  
COUNTY, OR. LOCATED IN THE NE 1/4 SW 1/4 SEC. 7 T39S, R9E  
WILLAMETTE MERIDIAN, KLAMATH FALLS, OR.

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

— OVER —

**AGREEMENT FOR EASEMENT**

BETWEEN

GARY W. PRICE  
WILLIAM R. SEGESEER

AND  
LINDA CRACK  
DEBRA BAILEY

SPACE RESERVED  
 FOR  
 RECORDER'S USE

After recording return to (Name, Address, Zip)  
GARY PRICE & WILLIAM SEGESEER  
1431 E. SIDE AVENUE  
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/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

97 JUL 17 AM 10:36

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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 INDEFINITE, 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:

THE EAST 30 FEET OF LOT 4 AND THE NORTH 30 FEET OF  
LOTS 4 AND 5 BLOCK 2, LENOX SUBDIVISION, LOCATED IN THE  
NE 1/4 SW 1/4 SEC 7, T39S, R9E WILLAMETTE MERIDIAN, KLAMATH FALLS,  
OR. and second party's right of way shall be parallel with the center line and not more than 15 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.

Dan W. Rice  
William C. Seagard

First Party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

July 16, 1997, by Linda L. Cook  
Abraham L. Baley, William C. Seagard  
Gary W. Price

Susan Marie Campbell  
Notary Public for Oregon  
My commission expires 3-1-98

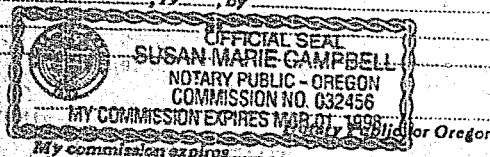
Linda L. Cook  
Abraham L. Baley

Second Party

STATE OF OREGON,

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 17th day  
of July A.D., 19 97 at 10:36 o'clock A.M., and duly recorded in Vol. M97  
of Deeds on Page 22523

FEE \$35.00

By Bernetha G. Letsch, County Clerk  
Kathleen Ross