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K-50160 V

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22523

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 16 day of July, 1977,
by and between MARY M. PRICE & WILLIAM R. SEGEESER,
hereinafter called the first party, and LINDA BARK and DEIRDRE BARK,
hereinafter called the second party;

WITNESSRTH:

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

County, State of Oregon, to-wit:
lots 4, 5, 15, 16, 17 Block 2 LENNOX, Klamath County

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and has the unrestricted right to grant the easement hereinafter described relative to the real estate;

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 $\frac{1}{4}$ SW $\frac{1}{4}$ SEC. 7 T 39 S, KLT
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

REVIEWER

GARY W. PRICE
William R. STAFFORD
Linda Clark
Doris DALEY

After recording return to Name, Address, Zip

GARY PRICE & William SUGARER
1421 E. SIDE BYSS
KELMUTH Twp., CR 99603

STATE OF OREGON,
County of

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/instrument/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 this 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:

AGREEMENT FOR EASEMENT

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, LENNOX SUBDIVISION, located in THE NE $\frac{1}{4}$ SW $\frac{1}{4}$ SEC 7, T39S, R9E WILLAMETTE MERIDIAN, KLAMATH CO. 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.

Dorothy Reed
William L. Leischner

First Party
STATE OF OREGON, County of Klamath

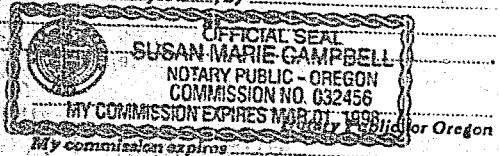
July 16, 1997, by Linda C. Cook
Deborah L. Bailey, William C. Seagard
Larry W. Price

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

Linda R. Cook
Deborah L. Bailey

Second Party
STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on 19, by



STATE OF OREGON: COUNTY OF KLAMATH ss.

Filed for record at request of July Klamath County Title the 17th day of A.D. 1997 at 10:36 o'clock A.M., and duly recorded in Vol. M97 on Page 22523.

FEE \$35.00

By Bernetha G. Leisch, County Clerk
Kathleen Rose