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AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this _____ day of _____, 1997,
by and between Gary W. Price and William R. Segesser
hereinafter called the first party, and Linda Cook and Debra Baley
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 and 5, Block 2, of the "LENNOX"
Subdivision, situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of
Section 7, T. 39 S., R. 9 E., Willamette Meridian,

This Agreement is being re-recorded to correct that document which was recorded in
M-97 on page 22523, records of Klamath County, Oregon.

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 all rights of
ingress and egress across the east 30 feet
of Lot 4, and the north 30 feet of Lots 4
and 5, which is to provide access (including
vehicular access) to Lots 15, 16 and 17, all
situated in Block 2, of the "Lennox" Subdivision,
located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 7, T. 39 S.,
R. 9 E., Willamette Meridian.

(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. Segesser

AND

Linda Cook

Debra Baley

SPACE RESERVED
FOR
RECORDER'S USE

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

Gary Price and William Segesser

1431 E. Side Bypass

Klamath Falls, Or 97603

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument
was recorded 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

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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: a line 15 feet west of the east boundary of Lot 4, and a line 15 feet south of the north boundary of Lots 4 and 5, Block 2, "LENNOX" Subdivision 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; [X] 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.

Gary W. Price
William R. Seeger
First Party

Linda L. Cook
Deborah L. Bailey
Second Party

STATE OF OREGON,
County of Klamath

STATE OF OREGON,
County of ss.

This instrument was acknowledged before me on July 23, 1997, by Gary W. Price, William R. Seeger, Deborah L. Bailey and Linda L. Cook. Susan Marie Campbell, Notary Public for Oregon, My commission expires 3-1-98.

This instrument was acknowledged before me on 19 by Susan Marie Campbell, Notary Public - Oregon, Commission No. 032456, My Commission Expires Mar 01, 1998.

STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of Gary Price the 23rd day of July A.D., 1997 at 3:07 o'clock P.M., and duly recorded in Vol. M97 of Deeds on Page 23237.
Bernetha G. Letsch, County Clerk
By Kathleen Rose
FEE \$35.00