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## AGREEMENT FOR EASEMENT

Vol M00 Page 21226

THIS AGREEMENT, Made and entered into this ..... day of June....., 2000  
 by and between Carol A. Gay.....  
 hereinafter called the first party, and Richard 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:

R-4008-020D0-00100-000

Block Sec. 20

NE 45 E 4 E 4 Sec. 20 Twn. 40 - Range 8  
 East of the Willamette Meridian

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 RIGHT TO INSTALL A SEPTIC FIELD SYSTEM ON THE ABOVE DESCRIBED  
 PROPERTY AS THAT PROPERTY IS ADJACENT TO RICHARD A. GAY'S  
 PROPERTY AT R-4008-020D0-03700-000 (ACRES 5) THAT WAS APPROVED FOR A  
 STANDARD SEPTIC SYSTEM ON 12-13-89.

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

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

CAROL A. GAY

AND

RICHARD A. GAY

SPACE RESERVED  
 FOR  
 RECORDER'S USE

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

CAROL A. GAY

12150 OVERLAND DR.

KLAMATH FALLS, OR 97603

State of Oregon, County of Klamath  
 Recorded 06/12/00, at 12:02 p.m.  
 In Vol. M00 Page 21226  
 Linda Smith,  
 County Clerk Fee \$ 26<sup>00</sup>



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:

RICHARD A. GAY AND CAROL A. GAY WILL MAINTAIN THE SEPTIC SYSTEM AND ALLOW A RESERVED AREA FOR REPLACEMENT.

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:

CENTER LINE RUNS EAST AND WEST NORTH OF PROPERTY LINE; R-4008-020D0-00100-000.

and second party's right of way shall be parallel with the center line and not more than .....320..... feet distant from either side thereof.

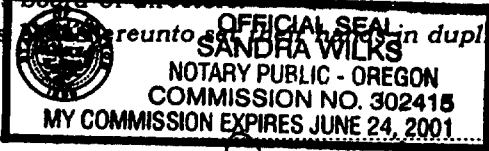
During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☒ both 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 hereto, in duplicate on this, the day and year first hereinabove written.



*Carol A. Gay*  
First Party

*Richard A. Gay*  
Second Party

STATE OF OREGON, } ss.  
County of KLAMATH

STATE OF OREGON, } ss.  
County of KY. AMATH

This instrument was acknowledged before me on June 11, 2000 by Carol A. Gay as NOTARY of OREGON

This instrument was acknowledged before me on June 11, 2000 by Richard A. Gay as NOTARY of OREGON

*[Signature]*  
Notary Public for Oregon  
My commission expires 6/24/2001

*[Signature]*  
Notary Public for Oregon  
My commission expires 6/24/2001