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## AGREEMENT FOR EASEMENT

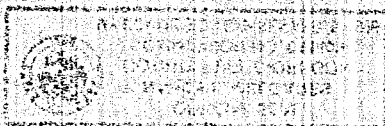
Volume 2 Page 19353

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of January, 1992, by and between ALVIN DEAL AND GLORIA M. DEAL, husband and wife hereinafter called the first party, and CHARLES W. LANDRY AND WILLENE J. LANDRY, husband and wife 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:

The North One-half of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 39 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon.



and has the unrestricted right to grant the easement hereinafter described relative to said 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 an easement 66 feet in width for ingress and egress to the South one-half of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. Said easement begins at the intersection of the North line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$  and the East line of the Weyerhaeuser Road (Road No. 21031); thence West along said North line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$  to the West line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence South along said West line to the Southwest corner of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence East along the South line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ , 66 feet; thence North parallel and 66 feet distant of the West line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$  to a point 66 feet distant of the North line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence East parallel and 66 feet distant of the North line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$  to the East line of the Weyerhaeuser Road (Road NO. 21031); thence North to the Point of Beginning.

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

The second party shall have all rights of ingress and egress to and from said 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 perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

Alvin Deal  
Return: 4840 Roundlake Rd.  
Klamath Falls, Or. 97601

92 AUG 25 PM 3 45

3500



If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

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

During the existence of this easement, its maintenance and the cost of said maintenance 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 100% (If the last alternative is selected, the percentages allocated to each party should total 100.)

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 as well.

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 affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated January \_\_\_\_\_, 19 92

Alvin Deal  
Alvin Deal

Gloria M. Deal  
Gloria M. Deal

FIRST PARTY

Charles W. Landry  
Charles W. Landry

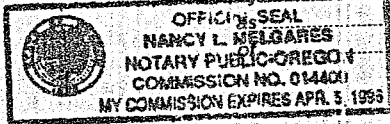
Willene J. Landry  
Willene J. Landry

SECOND PARTY

STATE OF OREGON, County of \_\_\_\_\_, ss. KLAMATH

This instrument was acknowledged before me on AUGUST 25, 19 92,  
by ALVIN DEAL AND GLORIA M. DEAL

This instrument was acknowledged before me on AUGUST 25, 19 92,  
by CHARLES W. LANDRY AND WILLINE J. LANDRY



Nancy L. Melgares  
Notary Public for Oregon  
My commission expires APRIL 5, 1996

STATE OF OREGON,

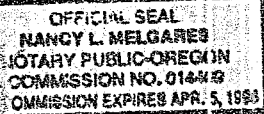
County of Klamath

ss.

BE IT REMEMBERED, That on this 25TH day of AUGUST, 19 92,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Alvin Deal and Gloria M. Deal

known to me to be the identical individual s described in and who executed the within instrument and acknowledged to me that their executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Nancy L. Melgares  
Notary Public for Oregon  
My Commission expires APRIL 5, 1996

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Alvin Deal the 25th day  
of Aug. A.D. 19 92 at 3:46 o'clock P. M., and duly recorded in Vol. M92  
of \_\_\_\_\_ on Page 19353  
Deeds

FEE \$35.00

Evelyn Biehn County Clerk

By [Signature]