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577777

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this ..... day of 2-8, 1993,  
by and between Asa Leekley  
hereinafter called the first party, and Lloyd T. & Hazel P. Dyer  
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 Thirty(30) Feet of the South one-half of the Northwest One Quarter of the  
Southwest One Quarter and the North Thirty(30) Feet of the South one half of the  
Northeast One Quarter of the Southwest One Quarter of Section Twenty seven Township  
Forty South, Range Eleven 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 a Thirty(30) Foot  
Easement for Road and Utilities to the Above Discribed Property.

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

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

Asa Leekley  
2487 Goodwin Avenue  
Penngrove, California, 94951

AND

Lloyd T. & Hazel P. Dyer  
Rt. 1, Box 1065  
Kenai, Alaska, 99611

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

Asa Leekley  
2487 Goodwin Avenue  
Penngrove, California, 94951

SPACE RESERVED  
FOR  
RECORDER'S USE

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/tile/instru-  
ment/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 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 .....Forever....., 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: Fifteen(15) Feet from the North of the South One Half of the Northwest One Quarter of the Southwest One Quarter and Fifteen(15) Feet from the North of the South One Half of the Northeast One Quarter of the Southwest One Quarter of Section Twenty seven, Township Forty South, Range Eleven East of the Willamette Meridian, County of Klamath, State of Oregon.

and second party's right of way shall be parallel with the center line and not more than Fifteen(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 .....100%. (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.

*Asa Luckley*

First Party

STATE OF OREGON,

County of .....

This instrument was acknowledged before me on

, 19 ....., by

as

of .....

Notary Public for Oregon

My commission expires .....

*Lloyd T. Dyer*  
*Hazel P. Dyer*

Second Party

STATE OF OREGON, ALASKA,

County of .....

This instrument was acknowledged before me on

January 28, 1993, by

as

of .....

*Dixie A. Guide*

Notary Public for Oregon

My commission expires .....

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

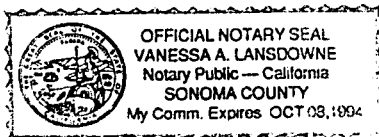
State of California  
 County of Sonoma

On 2-8-93 before me, Vanessa A. Lansdowne Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared \_\_\_\_\_

NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity ~~(ies)~~, and that by his/~~her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Vanessa A. Lansdowne  
SIGNATURE OF NOTARY

## OPTIONAL SECTION

## CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☒ INDIVIDUAL

☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: \_\_\_\_\_

## SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

## OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT Agreement

NUMBER OF PAGES 1 DATE OF DOCUMENT 2-8-93

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE YES

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Asa Leekley the 22nd day  
 of Feb. A.D., 19 93 at 11:42 o'clock A M., and duly recorded in Vol. M93  
 of Deeds on Page 3675

FEE \$40.00

Evelyn Biehn County Clerk  
 By Danese M. M. M. M.