

TC

34076

AGREEMENT FOR EASEMENT

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38-13093

THIS AGREEMENT, Made and entered into this 6th day of June, 1977,
by and between Robert J. Mullen, Sr.
hereinafter called the first party, and Shamrock Development Company
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 SE 1/4 of the SW 1/4 of the SW 1/4 of Section 21, Tws. 40 South,
Range 8 East of the Willamette Meridian

27 AUG 15 PM 12 15

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 acknowl-
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party an access right of
way easement described as follows: 30 feet along the entire length
of the western boundary joining on each end to other access right of
way easements which have been retained by or granted to Shamrock
Development Company.

(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 de-
scribed 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 continuous, always subject,
however, to the following specific conditions, restrictions and considerations:

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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.

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 and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

Robert J. Mullen

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.470)

STATE OF ~~XXXXXX~~ California,
County of Contra Costa ss.
JUNE 14, 19 77
Personally appeared the above named
ROBERT J. MULLEN
and acknowledged the foregoing instrument to be
HIS voluntary act and deed.

Before me:

OFFICIAL SEAL
CHAMOTEPHILIP
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My comm. expires OCT 29, 1980

STATE OF OREGON, County of ss.
....., 19.....
Personally appeared and
..... who, being duly sworn,
each for himself and not one for the other, did say that the former is the
president and that the latter is the
secretary of
....., a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in behalf
of said corporation by authority of its board of directors; and each of them
acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

(OFFICIAL
SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

Robert J. Mullen, Sr.

AND

Shamrock Development Co.

AFTER RECORDING RETURN TO
Shamrock Development Co.
411 Pine Street
Klamath Falls, OR 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of KLAMATH ss.

I certify that the within instru-
ment was received for record on the
15th day of AUGUST, 19 77,
at 12:15 o'clock P.M., and recorded
in book 177 on page 11809 or as
file/reel number 34076,
Record of DEEDS of said county.

Witness my hand and seal of
County affixed.

W. D. MILNE

Recording Officer

FEE \$ 6.00

By *Hazel* Deputy