

68736

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of June, 1979,  
by and between James and Cheryl Kloiber  
hereinafter called the first party, and Shamrock Development Company of Oregon  
, 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 NW 1/4 of the NW 1/4 of the NW 1/4 of Section 28, Tws. 40 South,  
Range 8 east of the Willamette Meridian

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 eastern boundary of said parcel 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.

*James Kloiber*  
*Cheryl E. Kloiber*

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

(ORS 93.493)

STATE OF OREGON, } ss.  
County of Klamath }

June 9, 19 79  
Personally appeared the above named James Kloiber, who acquired title as Jim Kloiber and Cheryl Kloiber, and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

*Gray Butler*  
Notary Public for Oregon

My commission expires: 8-23-81

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

James and Cheryl Kloiber

1629 Crescent Street  
Klamath Falls, Oregon

AND  
Shamrock Development Co.  
411 Pine Street  
Klamath Falls, Oregon

AFTER RECORDING RETURN TO

~~Shamrock Development Co.~~  
*Robert Mullen*  
*4536 White Cliff Away*  
*Richmond, Ca. 94803*

SPACE RESERVED  
FOR  
RECORDER'S USE

Fee \$6.00

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the  
11th day of June, 19 79  
at 8:29 o'clock A. M., and recorded  
in book 11-79 on page 13593 or as  
file/reel number 68736

Record of Deeds of said county.  
Witness my hand and seal of  
County affixed.

Wm. D. Milne

*By Jacqueline Milne* Recording Officer  
Deputy