

3935

Vol. 178 Page 15667

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 2 day of September, 1981, by and between SHAMROCK DEVELOPMENT COMPANY, INC., an Oregon Corporation, hereinafter called the first party, and JACQUELYN L. GOBEL, 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 South 1/2 of the Northwest 1/4 of Section 28 in Township 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 acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

See attached "EXHIBIT A"

(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 Continuous, always subject, however, to the following specific conditions, restrictions and considerations:

66-6-14-3-123-18

12009

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:

15668

POWERED TO THE FOLLOWING EASEMENT, EASEMENT, EASEMENT, AND EASEMENT:

The easement described above shall continue for a term of years, and the center line of said easement and second party's right of way shall be parallel with said center line and not more than _____ feet distant from either side thereof.

EXCEPT TO THE EXTENT HEREIN PROVIDED, THE FIRST PARTY SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EASEMENT AND THE SECOND PARTY SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EASEMENT.

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

President

SHAMROCK DEVELOPMENT COMPANY, INC.
an Oregon Corporation

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

(ORS 93.490)

STATE OF OREGON, }
County of _____ } ss.

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____

voluntary act and deed.

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of Klamath) ss.
September 2, 19 81

Personally appeared Robert J. Mullen 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 Shamrock Development Company, Inc.

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:
Dorothy Swatkowski
Notary Public for Oregon

My commission expires:

8-9-85

(OFFICIAL
SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

SHAMROCK DEVELOPMENT COMPANY, INC.
an Oregon Corporation

AND

JACQUELYN L. GOBEL

AFTER RECORDING RETURN TO

Shamrock Development Co., Inc.
% Bob Mullen

4536 White Cliff Way
Richmond, CA. 94803

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of _____

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 document/fee/file/instrument/microfilm No. _____ Record of _____ of said County.

Witness my hand and seal of County affixed.

By _____ Deputy

EXHIBIT "A"

An easement 30 feet in width for ingress and egress situated in Township 40 South, Range 8 East of the Willamette Meridian and being a portion of the South 1/2 of the Northwest 1/4 of Section 28 in said Township 40 South, Range 8 East of the Willamette Meridian more particularly described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 28; thence East 60 feet to the true point of beginning of this description, thence from said point of beginning South 30 feet; thence West parallel to and 30 feet Southerly at right angles from the Northern line of said South 1/2 of the Northwest 1/4 a distance of 1490 feet more or less to a point which is the Western line of an existing 60 foot Private Road Way Easement situated in the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 28, created by Plat No. 22-71 filed in the Klamath County Planning Department Records and approved July 19, 1971, if extended directly Southerly 30 feet; thence North 30 feet to the Northern line of said South 1/2 of the Northwest 1/4 and the Western line of said 60 foot Private Road Way Easement; thence East along the said Northern line of the South 1/2 of the Northwest 1/4, 1490 feet more or less to the true point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~hereafter~~

this 3rd day of September A. D. 19 81 at 9:38 clock A.M., and
duly recorded in Vol. M 81, of Deeds on Page 15667

By Evelyn Biehn County Clerk
Bernetha J. Lebeck

Fee-\$12.00