

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 28th day of November, 1989,
by and between Shamrock Development Company
hereinafter called the first party, and Glenn and Christine Howard
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 SW 1/4 of the NW 1/4 of the NW 1/4 of Section 28, Township 40
south, Range 8 east of the Willamette Meridian also designated
as Tax Lot 4008-2800-900

LOH EXHIBIT
RECORDING

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 a 25 foot easement for ingress and egress over the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 28, Township 40 south, Range 8 east of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:
Beginning at the NE corner of the SW 1/4 of the NW 1/4 of the NW 1/4 of said Section 28, thence west along the north line of said SW 1/4 of the NW 1/4 of the NW 1/4 a distance of 100 feet; thence south a distance of 25 feet; thence east to a point on the east line of said SW 1/4 of the NW 1/4 of the NW 1/4; thence northerly to the point of origin.

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

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%. (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: November 28, 1989

G. Muller, President Shamrock

FIRST PARTY

(If executed by a corporation, affix corporate seal and use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on November 28, 1989, by

Shamrock
Christine Howard

Christine Howard
Notary Public for Oregon

My commission expires: 6-16-92

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on November 28, 1989, by

Robert Muller
as President

Christine Howard
Notary Public for Oregon

My commission expires: 6-16-92

(SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

Shamrock 10000-8900-000

AND

Howard

AFTER RECORDING RETURN TO

to Shamrock
2250 Ranch Rd
Astoria, OR 97102

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 18th day of Dec, 19 89, at 2:17 o'clock P.M., and recorded in book/reel/volume No. M89 on page 24404 or as fee/file/instrument/microfilm/reception No. 9186, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME
By Pauline Muller, Deputy
TITLE

Fee \$13.00