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68022

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 26th day of August, 1993,
by and between Shamrock Development Company, Robert J. Mullin, Sr., President
hereinafter called the first party, and Ronald James Bradbury
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 $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21 T40S R08E WM

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 roadway and utility easement fifty (50) feet in width for the purposes of ingress and egress, and overhead and underground utilities over and across an existing road across real estate belonging to the First Party.

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

— OVER —

AGREEMENT FOR EASEMENT

BETWEEN

Shamrock Development Company

AND

Ronald James Bradbury

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

Mountain Title Co.
222 So. Sixth St.
Klamath Falls, Or. 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON.

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 fee/file/instrument/microfilm reception No. _____. Record of _____ of said county.

Witness my hand and seal of County affixed.

NAME
By _____

TITLE
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 Perpetuity, 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: Beginning at a point on the north boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ from which the northwest corner thereof bears N89°44'49"W, 100.0 feet distant; thence along an existing roadway the following approximate courses and distances: S33°E, 200 feet; S53°E, 400 feet; S80°E, 68 feet more or less to a point on the east boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ where said existing road intersects said east boundary and from which the northeast corner thereof bears N00°31'18"W, 366 feet distant.

and second party's right of way shall be parallel with the center line and not more than Twenty Five 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 N.A.% and the second party being responsible for N.A.%. (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) attixed 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.

Shamrock Development Co.
Robert Mullen, President
First Party

STATE OF OREGON,
County of Klamath } ss.
This instrument was acknowledged before me on
August 26, 19 93 by Robert Mullen
as President
of Shamrock Development Co.

Mary Keneally
Notary Public for Oregon
My commission expires 4/20/96

STATE OF OREGON,
County of _____ } ss.
This instrument was acknowledged before me on
_____, 19 __, by _____



Notary Public for Oregon

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co the 13th day
of Sept. A.D., 19 93 at 3:38 o'clock P.M. and duly recorded in Vol. M93
of Deeds on Page 23539

FEE \$35.00

Evelyn Biehn, County Clerk
By [Signature]