

NL  
10-10

06-13-94A11:08 RCVD

MTC 1396-7073

Vol. m94 Page

18477

82649

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 10th day of June, 1994,  
by and between William R. Nicholson, Jr.  
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 NW1/4 of the NW1/4 of the NW1/4 of Section 28, Township 40 South, Range 8  
East of the Willamette Meridian.

THIS EASEMENT IS RECORDED TO CORRECT THAT CERTAIN EASEMENT RECORDED IN VOLUME M90  
AT PAGE 2614 MICROFILM RECORDS OF KLAMATH COUNTY OREGON TO ADD THE EASEMENT IS  
FOR ROADWAY AND UTILITY PURPOSES.

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

PLEASE SEE ATTACHED EXHIBIT "A"

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

— OVER —

## AGREEMENT FOR EASEMENT

BETWEEN

William R. Nicholson Jr.

AND

Shamrock Development  
Co. of Oregon

After recording return to (Name, Address, City)

Shamrock Dev Co.  
2250 Ranch Road  
Ashland Oregon 97520SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of \_\_\_\_\_

ss.

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/tile/instru-  
ment/microfilm/reception No. \_\_\_\_\_,  
Record of \_\_\_\_\_  
of said county.

Witness my hand and seal of  
County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_, 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:

and second party's right of way shall be parallel with the center line and not more than                      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                      % and the second party being responsible for                      %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

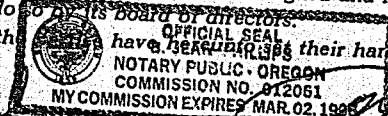
During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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) affixed by an officer or other person duly authorized to do so on its behalf.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

William R. Nicholson, Jr.  
William R. Nicholson, Jr.



First Party

STATE OF OREGON

County of Klamath ss.

This instrument was acknowledged before me on June 10, 1994, by Robert Mullen as President of Shamrock Development Company

B. Jean Phillips  
Notary Public for Oregon  
My commission expires 3-2-96

Shamrock Development Company of Oregon

Robert Mullen - President

Second Party

STATE OF OREGON

County of Klamath ss.

This instrument was acknowledged before me on June 10, 1994, by William R. Nicholson, Jr. as President of Shamrock Development Company

B. Jean Phillips  
Notary Public for Oregon  
My commission expires 3-2-96



18479

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A 30 foot wide easement for roadway and utilities over and across the NW1/4 NW1/4 NW1/4 of Section 28, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, the centerline of which is more particularly described as follows:

Beginning at a point on the North line of said Section 28, from which the W-W 1/64 corner bears South 89 degrees 39' 32" East 15.00 feet; thence South 00 degrees 41' 38" West 15.00 feet; thence North 89 degrees 39' 32" West 46.61 feet to the centerline of an existing road; thence following said road, South 01 degrees 14' 21" West 374.56 feet, on the arc of a curve to the right (radius equals 1600.00 feet and central angle equals 08 degrees 59' 44") 251.20 feet and South 10 degrees 14' 05" West 24.39 feet to a point on the South line of said NW1/4 NW1/4, from which the NW-NW 1/64 corner bears South 89 degrees 39' 41" East 91.36 feet, with bearings based on major land partition 81-12.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 13th day  
of June A.D., 19 94 at 11:08 o'clock AM., and duly recorded in Vol. M94  
of Deeds on Page 18477

FEE \$40.00

Evelyn Biehn  
By Pauline Millender County Clerk