

11595

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 10th day of March, 1976, by and between Prudential Property Planning, Inc. hereinafter called the first party, and Round Lake Estates, Ltd., 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:

Section 7, T39S, R8E, 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

An easement for water line placement and well access located in Section 7, T39S, R8E, W.M., Klamath County, Oregon being more particularly described as follows:

Commencing at the northeast corner of the southeast quarter of said Section 7; thence S00°07'28"E along the east line of said Section 7, 661.00 feet; thence leaving said east section line N89°55'26"W, 180.00 feet to the point of beginning for this description; thence continuing N89°55'26"W, 30.00 feet; thence S00°02'05"W, 369.38 feet; thence S80°18'57"E, 94.30 feet; thence south 47.62 feet; thence east, 71.40 feet; thence N05°36'02"E, 15.07 feet to a point hereinafter referred to as point "A"; thence continuing N05°36'02"E, 50.03 feet; thence N80°18'57"W, 142.73 feet; thence N00°02'05"E, 344.03 feet to the point of beginning containing 0.42 acres more or less.

Together with:

An easement for water line placement 20.00 feet in width lying 10.00 feet on either side of the following described centerline:

Beginning at a point "A" as established in the above description; thence S89°07'21"E, 35.75 feet; thence S00°07'28"E parallel to but 10.00 feet westerly of the east line of said Section 7, 250 feet more or less to the south line of the north half of the southeast quarter of said Section 7 and the terminus of this easement.

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.

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3985

(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 99 years, 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.

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 T. Morris
Josephine S. Morris

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

(ORS 93.490)

STATE OF OREGON,

County of *Clatsop*

19 *76*

Personally appeared the above named *Robert T. Morris*
and Josephine S. Morris
 and acknowledged the foregoing instrument to be
 their voluntary act and deed.

(OFFICIAL
 SEAL)

Before me:

Josephine S. Morris
 Notary Public for Oregon
 My commission expires: *July 27, 1977*

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**

(FORM No. 926)

STEVENS-HESS LAW FIRM CO., PORTLAND, ORE.

BETWEEN

AND

STATE OF OREGON

County of _____ ss.
 I certify that the within instru-
 ment was received for record on the
 _____ day of _____, 19 *76*,
 at *1:39* o'clock *P.M.*, and recorded
 in book *M 76* on page *3934* or as
 file number *11595*, Record of
 _____ deeds of said County.
 Witness my hand and seal of
 County affixed.

Title.

Robert T. Morris
 Deputy.

AFTER RECORDING RETURN TO

When recorded return to:
 Robert T. Morris
 2038 N. W. Vicksburg
 Bend, Oregon 97701