

11597

AGREEMENT FOR EASEMENT

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:

S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ of 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 a sewer line easement located in Section 7, T39S, R8E, W.M., Klamath County, Oregon being 16.00 feet in width lying 8.00 feet on either side of the following described centerline:

Commencing on the southeast corner of the north half of said Section 7; thence N89°55'26"W along the south line of said north half, 1641.49 feet; thence S00°06'48"W, 661.00 feet to the POINT OF BEGINNING for this description; thence continuing S00°06'48"W, 2.37 feet to a point; thence S01°55'22"E, 489.41 feet to a point; thence S17°49'52", 175 feet more or less to the south line of the north half of the southeast one quarter of said Section 7 and the terminus for this easement.

(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.

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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
Robert T. Morris

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

(ORS 93.490)

STATE OF OREGON,

County of *Washington*

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

(OFFICIAL SEAL)

Before me:

Reginald L. Luttrell
 Notary Public for Oregon

My commission expires: *7/6/77*

STATE OF OREGON, County of _____) ss.

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-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

AND

STATE OF OREGON

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 1976, at _____ o'clock P.M., and recorded in book _____ on page _____ or as file number _____, Record of deeds _____ of said County.

Witness my hand and seal of County affixed.

Title.

Reginald L. Luttrell
 Deputy

AFTER RECORDING RETURN TO

When recorded return to:

Robert T. Morris
 2038 N.W. Vicksburg
 Bend, Oregon 97701