

53565

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 5th day of September, 1985,
by and between Trendwest Development Company
hereinafter called the first party, and Peggy A. O'Neill
hereinafter called the second party;

WHEREAS: The first party is the record owner of the following described real estate in Klamath
County, State of Oregon, to-wit:

WITNESSETH:

Lot 20, Block 1, HARBOR ISLES, TRACT 1209, according to the official plat thereof
on file in the office of the County Clerk of Klamath County, Oregon.

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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 acknowl-
edged by the first party, they agree as follows:
The first party does hereby grant, assign and set over to the second party

An easement over the Northerly 12 feet of Lot 20, Block 1, HARBOR ISLES, TRACT 1209,
according to the official plat thereof on file in the office of the County Clerk of
Klamath County, Oregon, for maintenance, repair, replacement or improvement of under-
ground water pipes that run from an existing well lying Northerly of Lots 19 and 20
of Block 1, HARBOR ISLES, TRACT 1209.

Said easement is to be appurtenant to Lot 21, Block 1, HARBOR ISLES, TRACT 1209, and
is binding upon and shall inure to the benefit of the parties hereto and their heirs,
executors, administrators, successors and assigns, as a benefit and burden that runs
with the land.

(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 de-
scribed 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:

It is further agreed that the first party shall have the right to use the easement for the purpose of maintaining the water pipes.

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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:

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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.

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

STATE OF OREGON,

County of _____

Personally appeared the above named _____, 19 _____

and acknowledged the foregoing instrument to be _____ voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon
My commission expires: _____

Trendwest Development Company

BY: R.B. Kent

STATE OF OREGON, County of Klamath
September 19 _____, 19 85

Personally appeared R.A. Kent

each for himself and not one for the other, did say, who, being duly sworn, president and that the latter is the secretary of _____

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: 7/14/89

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

AND

AFTER RECORDING RETURN TO

Mountain Hill Company
of Klamath County

Fee: \$9.00

WLC-12722-5

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 19th day of September, 19 85, at 1:59 o'clock P.M., and recorded in book/reel/volume No. M85 on page 15309 or as document/fee/file/instrument/microfilm No. 53565, Record of Deeds of said County.

Witness my hand and seal of County affixed,
Evelyn Riehn, County Clerk
TITLE
Deputy