

53565

MTC-15458-L

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THIS AGREEMENT, Made and entered into this 5th day of September, 1985,

by and between Trendwest Development Company, hereinabove called the first party, and Peggy A. O'Neill

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

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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SEP 19 1985

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 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 underground 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 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:

Execution is requested as follows:
At this consignment is for a right of way over the above first mentioned property for the purpose of

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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:

beginning at the point where the above described easement begins, running thence along the above described easement to the point where the same intersects the center line of the right of way of the second party, the center line of the second party's right of way shall be parallel with said center line and not more than feet distant from either side thereof.

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.

RECORDED PURSUANT TO THE REQUIREMENTS OF THE OREGON CORPORATION RECORDS ACT (ORS 93.490) ON THIS 19TH DAY OF SEPTEMBER, 1985, IN THE OFFICE OF THE CLERK OF THE STATE OF OREGON, Klamath County, Oregon, by R.A. Kent, President of Trendwest Development Company, and R.A. Kent, Secretary of Trendwest Development Company, who, being duly sworn, and each for himself and not one for the other, did say, that he 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.

STATE OF OREGON, County of Klamath } ss.
September 19, 1985
Personally appeared R.A. Kent
and acknowledged the foregoing instrument to be
voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

AGREEMENT FOR EASEMENT

on this day between

for the benefit of

and

as follows:

RECORDED PURSUANT TO THE REQUIREMENTS OF THE OREGON CORPORATION RECORDS ACT (ORS 93.490)

ON THIS DAY OF SEPTEMBER, 1985, IN THE OFFICE OF THE CLERK OF THE STATE OF OREGON, Klamath County, Oregon, by R.A. Kent, President of Trendwest Development Company, and R.A. Kent, Secretary of Trendwest Development Company, who, being duly sworn, and each for himself and not one for the other, did say, that he 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)

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instrument was received for record on the

19th day of September, 1985,

at 1:50 o'clock P.M., and recorded

in book/reel/volume No. M85

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 Biehn, County Clerk

Deputy

AFTER RECORDING RETURN TO

Mountain Title Company
of Klamath County

RECEIVED LOG EVERYONE

Fees \$9.00

WLC 12/28-1