

53566

MTC-15458-L

1985: 20'00

AGREEMENT FOR EASEMENT Vol. 1485 Page 15311

THIS AGREEMENT, Made and entered into this 5th day of September, 1985, by and between Trendwest Development Company, hereinafter called the first party, and Robert A. Kent, 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:

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

LOS EVSCHEMEL
VCHSEWENL

RECEIVED
COUNTY CLERK
KLAMATH COUNTY, OREGON

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 Westerly 10 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 ingress & egress for maintenance, repair, replacement, or improvement of an existing well and common area which lies Northerly of Lots 19 and 20, HARBOR ISLES, TRACT 1209.

Said easement is to be 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, however, to the following specific conditions, restrictions and considerations:

SEP 19 PM 1 59

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.

Trendwest Development Company

BY:

R. A. Kent

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath

September 19, 1985

Personally appeared the above named

R. A. Kent

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

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of Klamath

September 19, 1985

Personally appeared R. A. Kent

who, being duly sworn, 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:

7/14/89

(OFFICIAL SEAL)

**AGREEMENT
FOR EASEMENT
BETWEEN**

AFTER RECORDING RETURN TO

*Mountain State Company
of Klamath County*

SPACE RESERVED
FOR
RECORDER'S USE

Fee: \$9.00

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 19th day of September, 1985, at 1:59 o'clock P.M., and recorded in book/reel/volume No. M85..... on page 15311 or as document/fee/file/instrument/microfilm No. 53566..... Record of Deeds..... of said County.

Witness my hand and seal of County affixed,
Evelyn Biehn, County Clerk.....
By *F. Am* Deputy

WLC-72128-7