

TC

54742

## AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 23rd day of October, 1985, by and between JAMES H. PATTON hereinafter called the first party, and CARRIAGE MOBILE HOMES, INC. 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:

Lot 1, Block 2, TRACT NO. 1203, COUNTRY VILLAGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING THEREFROM a tract of land situated within Lot 1, Block 2, TRACT 1203, COUNTRY VILLAGE, a duly recorded subdivision, said tract being more particularly described as follows: Beginning at a point on the Easterly right of way line of Debbie Drive, said point being North 208.45 feet from the Southwest corner of said Lot 1, said point also situated South 74° 22' 53" West 815.93 feet from the Northeast corner of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence along the arc of a curve to the left (radius = 230.00 feet, central angle = 01° 02' 20") 4.17 feet; thence East 72.04 feet; thence South 50.00 feet; thence West 72.00 feet; thence North 45.83 feet to the point of beginning, with bearings based on said Tract 1203, COUNTRY VILLAGE.

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 and drainfield easement in Lot 1, Block 2 to be used by Lot 4, Block 3, all in Tract 1203, COUNTRY VILLAGE, more particularly described as follows: Beginning at the Southeast corner of said Lot 1, Block 2; thence West along the South line of said Lot 1, 16 feet; thence North 50.00 feet; thence West 54.00 feet; thence North 100.00 feet; thence East 70.00 feet to a point on the East line of said Lot 1, Block 2; thence South 150.00 feet to the point of beginning, containing 7800 square feet, with bearings based on said Tract 1203, Country Village.

(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:

NONE

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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N/A

and second party's right of way shall be parallel with said center line and not more than N/A 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 Klamath

10/24, 1985

Personally appeared the above named

James H. Patton

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

Before me:

Camela J. Spencer  
Notary Public for Oregon

My commission expires: 8/16/88

(ORS 93.490)

STATE OF OREGON, County of \_\_\_\_\_ ) ss.

Personally appeared \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_ and each for himself and not one for the other, did say that the former is the \_\_\_\_\_ 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: \_\_\_\_\_

(OFFICIAL SEAL)

### AGREEMENT FOR EASEMENT

BETWEEN

JAMES H. PATTON

AND

CARRIAGE-MOBILE-HOMES-INC.

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of Klamath ) ss.

I certify that the within instrument was received for record on the 24th day of October, 1985 at 2:16 o'clock P.M., and recorded in book/reel/volume No. M85 on page 17330 or as document/fee/file/instrument/microfilm No. 54742. Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By P. Smith Deputy

Fee: \$9.00