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AFTER RECORDING, RETURN TO:
Resort Resources, Inc.
P.O. Box 1466
Bend, OR 97709

State of Oregon, County of Klamath
Recorded 10/08/03 10:57a m
Vol M03 Pg 75191-93
Linda Smith, County Clerk
Fee \$ 3.00 # of Pgs 3

WTC-1396-5377

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into as of this 3 day of October, 2003, by **RUNNING Y RANCH RESORT OWNERS ASSOCIATION**, an Oregon nonprofit corporation (the "Association") and **DONALD N. BAUHOFFER** ("Lot Owner").

RECITALS

- A. Lot Owner is the owner of Lots 318, 319, 320 and 321 of Running Y Resort, Phase 4, 1st Addition, Klamath County, Oregon (the "Lots").
- B. Association is the owner of Common Area "A", Running Y Resort, Phase 4, 1st Addition, Klamath County, Oregon, (the "Common Lot") which adjoins the Lots to the north.
- C. Lot Owner has completed or is constructing buildings on each of the Lots, a portion of which buildings encroach onto the Common Lot. Lot Owner has requested Association to grant an easement over the Common Lot to accommodate the encroachment. The easement area referred to in this Easement Agreement is shown on the attached "Exhibit A."

NOW, THEREFORE, the parties agree as follows:

1. **CONSENT TO GRANT EASEMENT.** Association hereby grants a perpetual easement over the Common Lot as shown on the attached Exhibit A (the "Easement Area") for the presence, maintenance, repair, restoration, reconstruction and use of the portion of the living units, porches and landscaping located within the Easement Area. The Association has obtained the vote or written consent to grant such easement as required by the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Running Y Ranch Resort recorded in the official records of Klamath County, Oregon.
2. **MAINTENANCE.** Lot Owner shall be responsible for the maintenance of the Easement Area, including any improvements located thereon and referred to in Section 1 above.
3. **RELEASE AND INDEMNITY.** In consideration of the grant of easement referred to above, Lot Owner, on behalf of himself and his successors and assigns, hereby holds the Association harmless from and against all claims and liability, including without limitation, legal fees and costs, in the event any person while on the Easement Area receives any injury or suffers property damage and thereafter seeks to recover against the Association for compensation of such injury or damage, whether directly or indirectly, or as a result of a third party claim or cross claim. In addition, Lot Owner and his successors and assigns shall forever defend, indemnify and hold Association harmless from any claim, loss or liability arising out of or in any way connected with the use by Lot Owner of the Easement Area.

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein

31.00

4. **BENEFIT AND BURDEN.** The benefits and burdens of this Agreement shall run with the land so benefited and burdened as described above.

"ASSOCIATION"

RUNNING Y RANCH RESORT OWNERS

ASSOCIATION, an Oregon nonprofit corporation

By

[Signature]
Its President

"OWNER"

DONALD N. BAUHOFFER

By

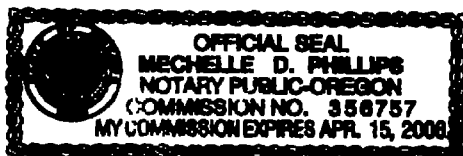
[Signature]

STATE OF OREGON)

ss)

County of Deschutes)

The foregoing instrument was acknowledged before me this 6th day of October, 2003, by Stuart Woolley, the President of RUNNING Y RANCH RESORT OWNERS ASSOCIATION, an Oregon nonprofit corporation, on its behalf



Mechelle D. Phillips

Notary Public for Oregon

My commission expires:

STATE OF OREGON)

ss)

County of Deschutes)

The foregoing instrument was acknowledged before me this 3 day of October, 2003, by Donald N. Bauhofer.



Laura L. Gordon

Notary Public for Oregon

My commission expires: Sept 23, 2006

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