

AGREEMENT FOR EASEMENT



118320-10
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THIS AGREEMENT, Made and entered into this 01st day of August 1990, by and between STEVEN TRONO hereinafter called the first party, and * , hereinafter called the second party;

WITNESSETH:

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

Lot Twenty (20), Block Two (2), EQUESTRIAN MEADOWS PHASE II, Deschutes County, Oregon.

* Deed holders of record of lots described in attached Exhibit "A", which is added hereto and made a part hereof.

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

The right to use and maintain a path from Jordan Road road to the South bank of Amber Pond, located on Lots 2, 3, 4, 5, and 6 of Block 2 Phase I, Equestrian Meadows, and Lots 13, 14, 15, 16, 17, 19, and 20 Block 2 Equestrian Meadows Phase II, Deschutes County, Oregon.

(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:

In consideration of this agreement, second party agrees to maintain path. Second party shall conduct use of easement in such a manner as to minimize intrusion, interference and time of exercise as may be required for easement purposes.

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:

Ten (10') feet East of the East line of Lot Twenty (20), Block Two (2), Equestrian Meadows Phase II.

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and second party's right of way shall be parallel with said center line and not more than ten (10) 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.

Steven Trono
Steven Trono

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

1025 23.490

STATE OF OREGON,
County of Deschutes } ss.
July 31, 1990
Personally appeared the above named Steven Trono
and acknowledged the foregoing instrument to be his voluntary act and deed.
Notary Public for Oregon
My commission expires: 1/26/91

STATE OF OREGON, County of _____) ss.
_____, 19____
Personally appeared _____ and _____
who, being duly sworn, each for himself and not one for the other, 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 (OFFICIAL SEAL)
My commission expires: _____

AGREEMENT FOR EASEMENT BETWEEN

AND

AFTER RECORDING RETURN TO

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON } ss.
County of _____
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ or as file/rec. number _____ of said county.
Witness my hand and seal of County affixed.

Recording Officer
By _____ Deputy

EXHIBIT "A"

LEGAL DESCRIPTIONS

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PARCEL I:

Lots Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11), in Block Three (3), EQUESTRIAN MEADOWS, PHASE II, Deschutes County, Oregon, and that Portion of the Southwest Quarter (SW 1/4) of Section Twenty-two (22), TOWNSHIP FOURTEEN (14) SOUTH, RANGE THIRTEEN (13) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, lying Southerly and Westerly of NE 1st Street and Knickerbocker Avenue.—

PARCEL II:

Lots Twenty-one (21), Twenty-two (22), Twenty-three (23), and Twenty-four (24), in Block One (1); and Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and Fifteen (15) in Block Two (2) in EQUESTRIAN MEADOWS, PHASE II, Deschutes County, Oregon.—

PARCEL III:

Lots Eleven (11), Fifteen (15), Sixteen (16), and Seventeen (17), in Block One (1), and Lots Two (2), Three (3), Four (4), and Eight (8) in Block Two (2), in EQUESTRIAN MEADOWS, PHASE II, Deschutes County, Oregon.—

PARCEL IV:

Lots Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20) in Block Two (2) and Lots Three (3), Four (4), Five (5), and Six (6) in Block Three (3) in EQUESTRIAN MEADOWS, PHASE II, Deschutes County, Oregon.—

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

90 AUG -3 PM 3:58

MARY SUE PENHOLLOW
COUNTY CLERK

BY  DEPUTY

NO. 90-22789 FEE 4/0-

DESCHUTES COUNTY OFFICIAL RECORDS