

Instant 56352-54

5714
AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 1ST day of JUNE, 1979, by and between Rockwood Development Corporation/* as owner; N.H. Jepson, Inc. as contract purchaser, hereinafter called the first party, and the City of Bend, an Oregon Municipal Corporation, hereinafter called the second party;

*and Rockwood Construction Corporation, and J. M. Miller, Individually

WITNESSETH:

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

The NW 1/4 of the SW 1/4 of Section 3, T. 18 S., R. 12 E., W.M., Deschutes County, Oregon.

and has the unrestricted right to grant the easement hereinafter described related 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 strip of land for utility purposes sixty (60) feet in width, being thirty (30) feet on each side of the following described centerline located in the NW 1/4 of the SW 1/4 of Section 3, T. 18 S., R. 12 E., W.M., Deschutes County, Oregon:

Beginning at the S 1/16 corner of ~~said~~ Section 3; thence N 00° 13' 45" W 30.00 feet to the True Point of Beginning; thence N 89° 10' 15" E 452.02 feet; thence northeasterly along a curve to the left, having a radius of 424.86 feet through a central angle of 43° 10' 48" a distance of 320.19 feet; thence N 45° 59' 27" E 78.35 feet; thence northeasterly along a curve to the right, having a radius of 300.00 feet through a central angle of 58° 30' 56" a distance of 306.39 feet; thence easterly along a curve to the left; having a radius of 528.51 feet through a central angle of 26° 12' 36" a distance of 241.77 feet to the terminus of said description.

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 until a final subdivision plat showing this alignment as a public road right-of-way is recorded in the Office of the Deschutes County Clerk.

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.

OWNER: Rockwood Construction Corporation and Rockwood Development Corporation

[Signature]
President of Both and
[Signature]
J. M. Miller, Individually

CONTRACT PURCHASER:
N.H. Jepson, Incorporated

[Signature]
President
[Signature]
Secretary Treasurer

STATE OF OREGON, County of Deschutes) ss. June 27, 1979.

Personally appeared J.M. Miller and ~~for the other, did say that he former is the president and the latter is the secretary of Rockwood Development Corporation, *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 his voluntary act and deed.~~

Before me:
[Signature]
Notary Public for Oregon
My commission expires: 11-24-81

*and Rockwood Construction Corporation, and J. M. Miller, Individually

STATE OF OREGON, County of Deschutes) ss. June 1, 1979.

Personally appeared Nicholas H. Jepson and Richard J. Harrison who, being duly sworn, each for himself and not one for the other, did say that the former is the president and the latter is the secretary - Treasurer of N.H. Jepson, Incorporated, 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:
[Signature]
Notary Public for Oregon
My commission expires: 11-16-81

5714



STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 24 day of Aug A.D. 1979 at 3:57 o'clock P. M. and recorded in Book 306 on Page 163 Record of LL
ROSEMARY PATTERSON
County Clerk
By *[Signature]* Deputy