

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 22 day of August, 1979, by and between Rockwood Development Corporation and Rockwood Construction Corporation, and J. M. Miller, Individually 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;

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 $\frac{1}{4}$ of the SW $\frac{1}{4}$ 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 being 20.00 feet in width located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, T. 18 S., R. 12 E., W.M., City of Bend, Deschutes County, Oregon the centerline of which is described as follows:

Commencing at the South 1/16 corner on the West line of said Section 3; thence N 79° 49' 46" E 719.11 feet to the True Point of Beginning; thence N 47° 03' 10" E 286.23 feet; thence S 87° 45' 36" E 151.21 feet to a point which is the terminus of said 20.00 foot strip of land.

Together with an easement for interim septic sewer disposal use located in said Section 3 and more particularly described as follows:

Beginning at a point which is the terminus of above described centerline; thence N 02° 14' 24" E 10.00 feet; thence N 12° 10' 39" E 100.00 feet; thence S 77° 49' 21" E 100.00 feet; thence S 12° 10' 39" W 119.70 feet; thence N 77° 49' 21" W 96.55 feet; thence N 02° 14' 24" E 10.00 feet to the point of beginning, containing 11,935 square feet.

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,

CONTRACT PURCHASER: N.H. Jepson, Incorporated

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

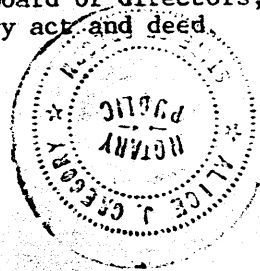
[Signature]
President
[Signature]
Secretary - Treasurer

STATE OF OREGON, County of Marion) ss. August 22, 1979.

Personally appeared J. M. Miller who, being duly sworn, did say that he is the president of Rockwood Development Corporation and Rockwood Construction Corporation, and J. M. Miller, Individually, a corporation and that said instrument was signed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be his voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 4-23-81



STATE OF OREGON, County of Deschutes) ss. 8-28, 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 a voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 11-16-81

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STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record on the 26 day of May A.D. 1980 at 11:56 o'clock A M. and recorded in Book 318 on Page 963 Records of Blacks
ROSEMARY PATTERSON
County Clerk
By *[Signature]* Deputy