

TC

83-5810

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AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 4 day of April, 1982,
by and between Wild River Owner's Association, Inc.
hereinafter called the first party, and Avion Water Company, Inc.
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: a portion of a parcel of land designated as Common Area Lot B, Wild River Subdivision Phase II as of record with the County Clerk of Deschutes County, Oregon, having a radius of one hundred (100) feet around the existing well located as follows: Beginning at the Northeast property corner of Lot 23 Block 2 of said subdivision; thence South 30° 15' 30" East 46.50 feet along the East property line of said lot; thence North 58° 44' 30" East 100.33 feet to a center point, being the center of the existing well.

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 an easement encumbering the above described property to own, operate and maintain wells, one reservoir, and other related structures for the purpose of operating a community water system. Also prohibiting existing or proposed pit privy, subsurface sewage disposal drain field, cesspool, solid waste disposal site, pressure sewer line, or any other similar public health hazards. Also any structure, planting or obstruction that could interfere with the operation or maintenance of said community water system shall be prohibited.

(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 perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

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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: 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 this form of acknowledgment opposite.)

STATE OF OREGON,

County of _____

19 _____

Personally appeared the above named _____

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

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires: _____

(ORS 93.490)

STATE OF OREGON, County of Deschutes) ss.

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1983

Personally appeared Patrick M. Gisler and
Harold A. Clark 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 Wild River

Owner's Association, 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

My commission expires: 2-3-83

AGREEMENT FOR EASEMENT BETWEEN

AND

AFTER RECORDING RETURN TO

Avion Water Company, Inc.
60813 Parrell Road
Bend, OR 97702

BY: *[Signature]* DEPUTY
NO. 53-5810
FEB 9 1983
DESCHUTES COUNTY CLERK

1983 APR 12 PM 3:03
MARY SUE PENHOLLOW
COUNTY CLERK

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)
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.