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5707

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AGREEMENT FOR EASEMENT

UTILITY EASEMENT

THIS AGREEMENT, Made and entered into this 21st day of August, 1980, by and between Lloyd O. Nichols and Anna Lorene Nichols, hereinafter called the first party, and Crescent Water Association, hereinafter called the second party;

WITNESSETH:

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

The West 20.00 feet of the following described tract of land:

Beginning at the Northwest corner of the Southeast one-quarter of Section 25, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence South 100.00 feet; thence East 220.00 feet; thence North 100.00 feet; thence West 220.00 feet to the point of beginning.

Excepting therefrom that portion lying within the right-of-way of Crescent Road:

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 attached described real estate, Terms and Conditions are made part of this Utility Easement.

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

See attached specific conditions as made part of this Utility Easement

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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:

The easement described above shall continue for a period of _____ years, and the right of way shall be parallel with said center line and not more than _____ 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.

Lloyd O. Nichols
Anna Lorene Nichols

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath } ss.
August, 19 80

Personally appeared the above named

Lloyd O. Nichols & Anna Lorene Nichols
and acknowledged the foregoing instrument to be
their voluntary act and deed.

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires: Oct. 24, 1984

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

My commission expires:

(OFFICIAL
SEAL)

AGREEMENT FOR EASEMENT BETWEEN

AND

AFTER RECORDING RETURN TO

Crescent Water Assn.
P.O. Box 123
Crescent, Or 97733

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of _____) ss.

I certify that the within instru-
ment was received for record on the
_____ day of _____, 19 _____
at _____ o'clock _____ M., and recorded
in book _____ on page _____ or as
file/reel number _____
Record of _____ of said county.
Witness my hand and seal of
County affixed.

Recording Officer

By _____ Deputy

Crescent Water Association
Water Facilities Easement

18519

JOB NO.	D163.009A1
BY	SMH
DATE	8/1/80
CKD. BY	SMH

Owner: Lloyd O. Nichols and Anna Lorene Nichols

Account No: 48-2408-2540-900

Description:

The West 20.00 feet of the following described tract of land:

Beginning at the Northwest corner of the Southeast one-quarter of Section 25, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence South 100.00 feet; thence East 220.00 feet; thence North 100.00 feet; thence West 220.00 feet to the point of beginning.

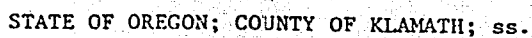
Excepting therefrom that portion lying within the right-of-way of Crescent Road:

Terms and conditions:

This easement is granted on the following terms and conditions:

1. The easement shall be a permanent, perpetual and exclusive right to construct, install, maintain and operate a water line and all related facilities on the surface and within the subsurface of the easement. Grantee shall have the right to immediate possession of the property described in this easement.
2. In addition, Grantors do grant the Grantee a 10.00 foot wide construction easement along and abutting the East side and for the full length of the aforementioned and described permanent easement for the purpose of giving a work area during the construction of the water line. Upon completion of the water line construction and acceptance for use, the 10.00 foot construction easement named herein shall become void.
3. The areas of the aforementioned and described permanent and construction easements, which encroach upon existing structures, are void.
4. The Grantee shall hold Grantors harmless from any liability caused by Grantee's work within the easement or the operation and maintenance of the water line.

CRESCENT ROAD (County



I hereby certify that the within instrument was received and filed for record on the 23rd day of October A.D., 1981 at 1:44 o'clock P M., and duly recorded in

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Fee \$ 16.00

EVELYN BIGHN
COUNTY CLERK

By Freight W. Davis deputy