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STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

AGREEMENT FOR EASEMENT

UTILITY EASEMENT

THIS AGREEMENT, Made and entered into this 21st day of August, 1980,
by and between Lee Larry Nichols, Carolyn M. Nichols, Cecil R. Pittman & Aleta O. Pittman
hereinafter called the first party, and (Contract buyer Dolores Diana Densmore.
Crescent Water Assoc., hereinafter called the second party;

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

The West 20.00 feet of the following described parcel of land
See description attached to this Utility Easement and made part
of this instrument.

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 acknowl-
edged by the first party, they agree as follows:
The first party does hereby grant, assign and set over to the second party

See Terms and Conditions:

The following pages 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 de-
scribed 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 considerations as made part of this instrument.

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 term of years, to wit, thirty years, and 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.

Dolores Diana Densmore
Dolores Diana Densmore

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

STATE OF OREGON,

County of LANE } ss.

Sept 15, 1980

Personally appeared the above named

Lee Larry & Carolyn M. Nichols

Cecil R. & Aleta O. Pittman & Dolores Diana Densmore

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

Before me:

(OFFICIAL SEAL)

Peggy J. Standefer
Notary Public for Oregon

My commission expires:

My Commission Expires November 16, 1983

(ORS 93.490)

STATE OF OREGON, County of) ss.

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)

STATE OF California

County of San Bernardino } ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 1st day of October, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Dolores Diana Densmore

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



PEGGY J. STANDEFER
NOTARY PUBLIC
SAN BERNARDINO COUNTY
CALIFORNIA

My Commission Expires April 18, 1983

Peggy J. Standefer
Notary Public for California
My Commission expires April 18, 1983

18523
Crescent Water Association
Water Facilities Easement

JOB NO.	0168.00911
BY	<i>[Signature]</i>
DATE	8/11/80
CKD. BY	<i>[Signature]</i>

Owner: Lee Larry Nichols, Carolyn M. Nichols,
Cecil R. Pittman and Aleta O. Pittman

Contract Buyer: Dolores Diana Densmore

Account No: 51-2408-2540-2907

Description:

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

A parcel of land situated in Section 25, Township 24 South, Range 8 East of the Willamette Meridian, more particularly described as follows:

Commencing at the Northwest corner of the Southeast one-quarter of said Section 25; thence South 00° 07' 03" West along the West line of the Southeast one-quarter 630.54 feet to the point of beginning; thence North 00° 07' 03" East 175.00 feet; thence East 510.11 feet to the westerly boundary of River West, a duly recorded subdivision in said Klamath County, thence South 00° 07' 03" West 175.00 feet; thence West 510.11 feet to the point of beginning.

Terms and Conditions:

1. The easement shall be a permanent, perpetual and exclusive right to construct, install, maintain and operate 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. Those 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.