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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 Q. Pittman 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 _____ County, State of Oregon, to-wit:

Description:

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

The attached pages of description of real estate is made part of this Utility Easement.

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

See attached agreement

(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:

ck
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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:

See attached agreement

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. The second party's 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.

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

(ORS 93.490)

STATE OF OREGON,

County of Klamath

August 19, 1980

Personally appeared the above named

Lee Larry & Carolyn Nichols

Cecil R. Pittman & Aleta O. Pittman

and acknowledged the foregoing instrument to be

voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

Commission Expires November 16, 1983

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)

AGREEMENT FOR EASEMENT

BETWEEN

Lee Larry & Carolyn Nichols
Cecil R. Pittman & Aleta O. Pittman

AND

Crescent Water Association

AFTER RECORDING RETURN TO

Crescent Water Association

P.O. Box 123

Crescent, Oregon 97733

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of) ss.

I certify that the within instrument was received for record on the day of 19.....

at o'clock M., and recorded

in book/reel/volume No.

page or as document/tee/file/

instrument/microfilm No.

Record of

of said County.

Witness my hand and seal of

County affixed.

NAME TITLE

By Deputy

18526

JOB NO.	0168-009A1
BY	<i>[Signature]</i>
DATE	01/11/80
CKD. BY	<i>[Signature]</i>

Crescent Water Association
Water Facilities Easement

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

Account No: 51-2408-2540-2900

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, Willamette Meridian, more particular described as follows:

Commencing at the Northwest corner of the Southeast one-quarter of said Section 25; thence South $00^{\circ} 07' 03''$ West along the West line of said Southeast one-quarter 100.00 feet to the point of beginning for this description; thence continuing South $00^{\circ} 07' 03''$ West along said West one-quarter section line 530.54 feet; thence leaving said West one-quarter section line East 510.11 feet to the westerly boundary of River West, a duly recorded subdivision in said Klamath County; thence North along said westerly subdivision boundary, 391.26 feet to the northerly right-of-way line of Elk Drive; thence West 20.00 feet; thence North 141.94 feet to the Northwest corner of Lot 1 in Block 1 of said River West; thence South $89^{\circ} 41' 19''$ West 489.04 feet to the point of beginning, containing 6.16 acres, more or less.

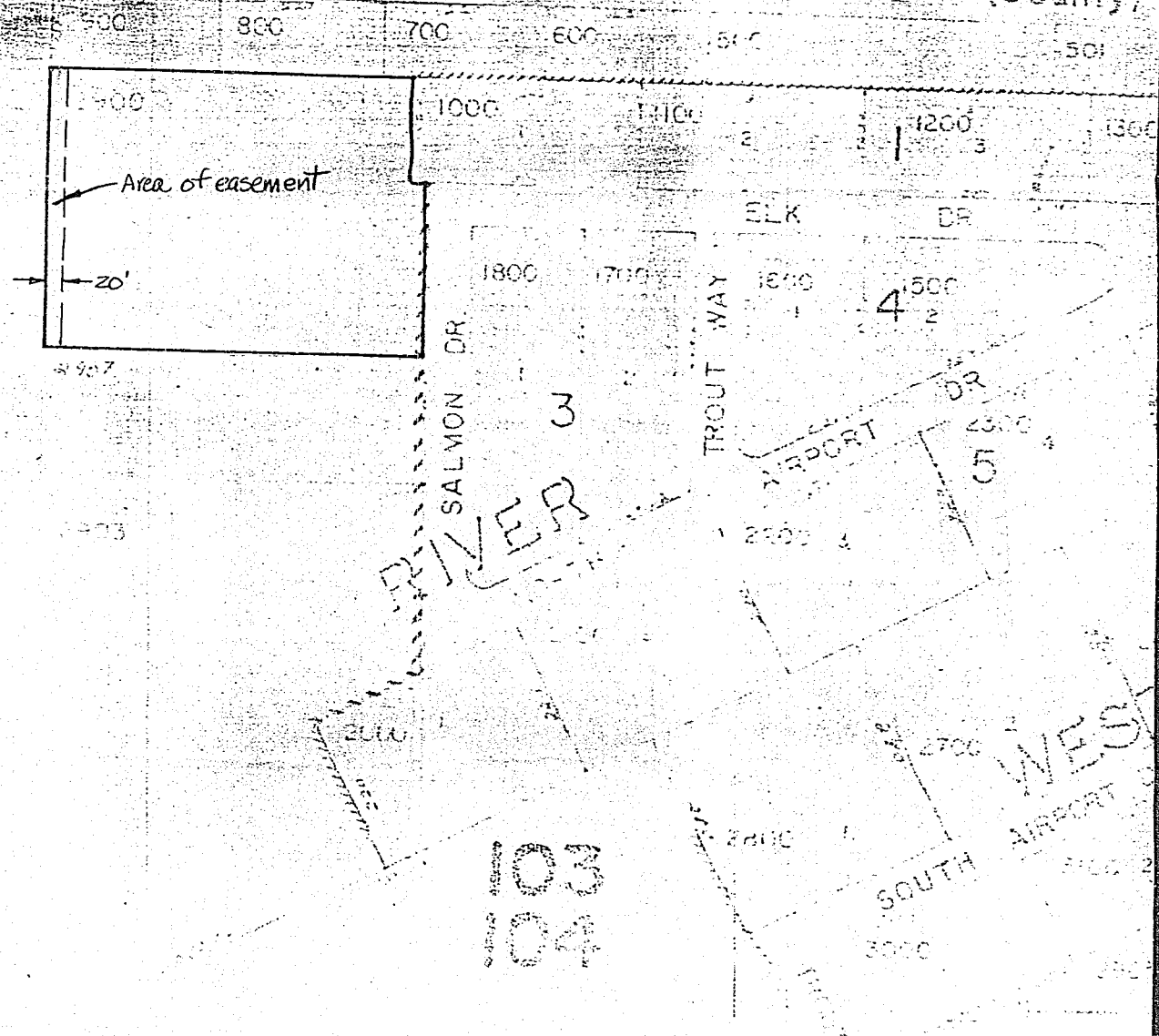
Saving and excepting the following described parcel: Commencing at the Northwest corner of the Southeast one-quarter of said Section 25; thence South $00^{\circ} 07' 03''$ West along the West line of said Southeast one-quarter, 630.54 feet to the point of beginning; thence North $00^{\circ} 07' 03''$ 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 $00^{\circ} 07' 03''$ West 175.00 feet; thence West 510.11 feet to the true-point of beginning.

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. 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.

CRESCENT ROAD (County)



STATE OF OREGON; COUNTY OF KLAMATH: ss.
 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
 Vol M81 of Deeds on page 18524.

Fee 20.00

EVELYN BIEHN
 COUNTY CLERK
 By [Signature] Deputy