

5710

UTILITY EASEMENT
AGREEMENT FOR EASEMENT

Vol. 11-81 Page 18529



THIS AGREEMENT, Made and entered into this 24th day of September, 1980, by and between Dwayne Young and Kay C. Young, husband and wife 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:

THE SOUTHWEST 10 FEET of Tract 1024, Lot 4 Block 5, RIVER WEST situated in the south one-half of section 25 T. 24 S. R. 8 E. W.M. in County of Klamath, State of Oregon.

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 SOUTHWEST 10 FEET of Tract 1024, See Map attached, and made part of this instrument.

(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:

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.

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 map, made part of this utility easement.

and 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

March 23, 1981

Personally appeared the above named

Dwayne Young & Kay C. Young

and acknowledged the foregoing instrument to be their

voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: Oct. 24, 1984

STATE OF OREGON, County of _____ ss.

19.....

Personally appeared

and

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

Dwayne Young & Kay Young
husband and wife

AND

Crescent Water Association

AFTER RECORDING RETURN TO

Crescent Water Association
P.O. Box 123
Crescent, Oregon 97733

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. on

page or as document/fee/file/instrument/microfilm No.

Record of

of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By Notary Public Deputy

CONTRACT—REAL ESTATE

/11

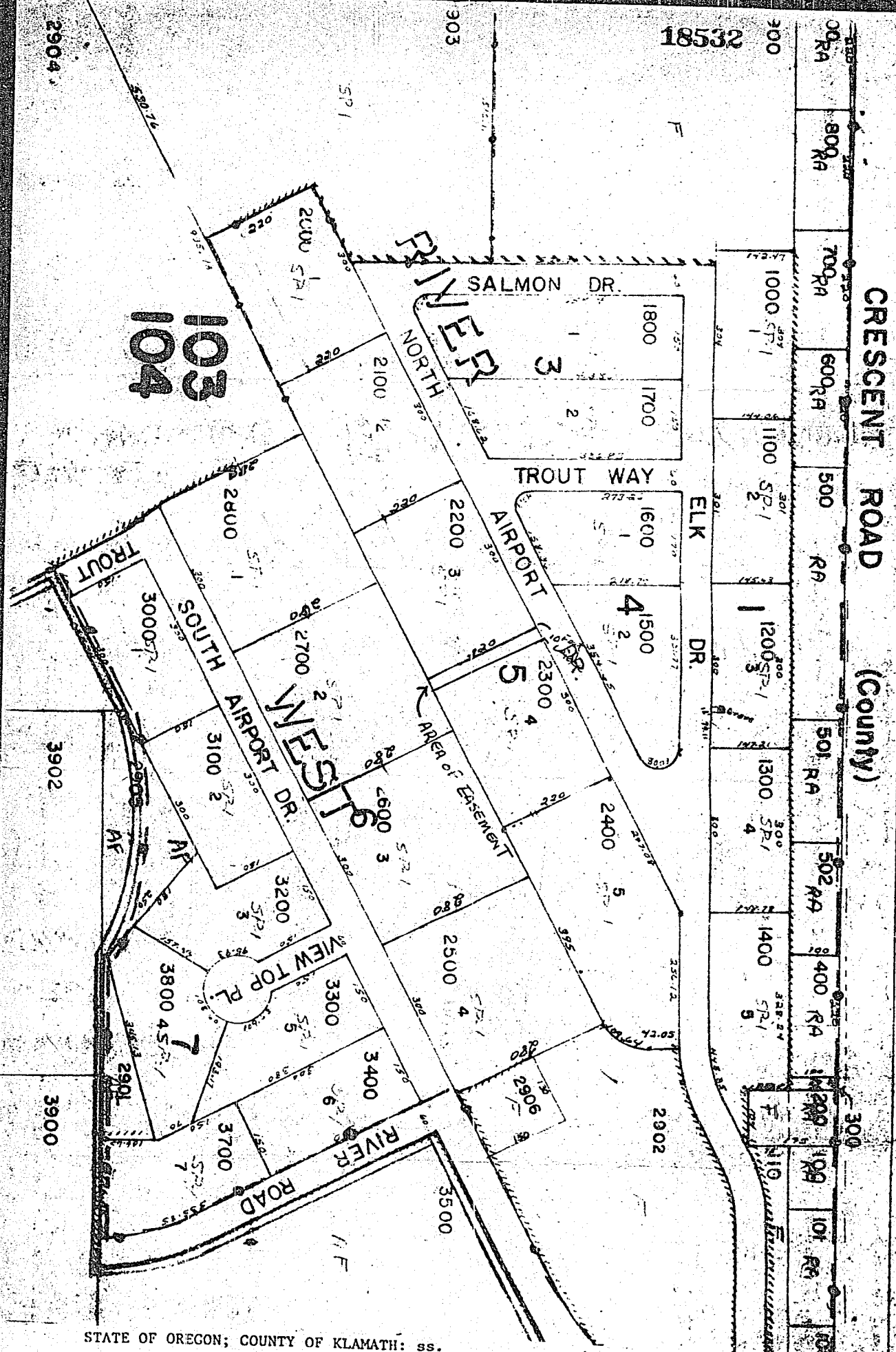
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THIS CONTRACT, Made this 25 day of SEPTEMBER, 19 79, between
JACK R. DOUGLAS and JOANN. DOUGLAS, husband and wife,
and DWAYNE YOUNG and KAY C. YOUNG, husband and wife,
hereinafter called the seller,
hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the
seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following de-
scribed lands and premises situated in Klamath County, State of Oregon, to-wit:

Tract 1024, Lots 1 and 5, Block 1 RIVER WEST situated in the south one-half
of Section 25, T.24N, R.2E. W.1M, in the County of Klamath, State of Oregon.

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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 M31 of Deeds on page 18529.

Fee \$16.00

EVELYN BIEHN
 COUNTY CLERK
 By *[Signature]* Deputy