FORM No. 926-GENERAL HASEMENT.

Vol. 11-8/ Page 18533

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County, State of Oregon, to-wit:

AGREEMENT FOR EASEMENT

UTILITY EASEMENT

THIS AGREEMENT, Made and entered into this 21st.	day of August 19 80
by and between Ellwyn B. Stumbaugh and Marjori.	e Stumbaugh
hereinafter called the first party, and Crescent Water Ass	ociation
, hereinafter called the second party;	
WITNESSETH:	g go go (Viewa) i talgore anyan. Iyi kur
WHEREAS: The first party is the record owner of the following	é described real estate in

See Real Estate description attached to this Utility Easement and made part of this instrument.

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and has the unrestricted right to grant the easement hereinalter 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

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STATE OF ORECOM, Charle of

See attached pages as made part of this instrument

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IN BURGERS WHEREIF the purity dispute here contained for the interpret heliands.

(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 <u>indefinitely</u>, always subject, however, to the following specific conditions, restrictions and considerations:

It gliss specialism in for a right of may report of histories first party's said realized do the charles of

See Terms and conditions attached to this utility easement and made part of this instrument.

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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: sand made pent of this the treesh केरत प्रविद्याद्या स्थाप चतुर्वते हरेरावत १५ ५६ द्वीबर्ध क्षेत्र स्थापन स्थापन अपन्य । however, to the following specific conditions, restrictions and considerations: The casement described above short continue for a period of a target palities. third parties arising from second parties are of the Hillas Levela granted and second party's right of way shall be parallel with said center line and not more than feet distant from either side thereof. Except as to the Highly hardin the bost the first party shall I have the last the made of the highly has been a bost to be the eventuals beautiff granted and all rights and privileges in dang therefor 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 In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the teminine 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.) ងព្រមាធាធារាក្យ ខែជុំ (ORS 93.490) ឯកក្នុង និងប៉ុន្តែ STATE OF OREGON, STATE OF OREGON, County of ... County of Klamath 21st day of August 19 80. Personally appeared Personally appeared the above named Ellyn B. Stumbaugh & Marjorie Stumbau each for himself and not one for the other, did say that the former is thewho, being duly sworn, and acknowledged the foregoing instrument to be president and that the latter is the theet voluntary act and deed. Secretary of and that the seal affixed to the foregoing instrument is the corporate seal Before me: of said corporation and that said instrument was signed and sealed in behalf (OFFICIAL SEAD) of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Notary Public for Oregon My commission expires: Och 24 1980 Notary Public for Oregon (OFFICIAL SEAL) My commission expires: AGREEMENT FOR EASEMENT STATE OF OREGON, BETWEEN THE CLIEB DEF. County of man and the ment was received for second on theday of mining 19 19 HE OF THE PARTY OF CHEAND SONGER ato'clock M., and recorded K. H. B. R. S. C. Live lived pourty in the series of ourses of the hollowith, the in book/reel/volume No.on page or/as document/fee/file/ A RECORDER'S USE

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UTILITY EASEMENT

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 22nd day of September , 19.80 , by and between Ellwyn B. Stumbaugh and Marjorie Stumbaugh husband and wife, and Crescent Water Assoc ... 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:

Sparker go North 10 feet and West 20 ft. see decription and map attached and made part of this utility easement

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and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

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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:

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(Insert here a full description of the nature and type of the easement granted to the second party.).

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The second party shall have all rights of ingress and egress to and from said real estate (i.cluding 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 ofindefinitely......, always subject, however, to the following specific conditions, restrictions and considerations:

42 And Englanded to the a right of water about the arrivative three problems of the control of the

See Conditions and restrictions and considerations attached and made part of this easement.

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:

easement is described as follows:	[종화: 경영환 시민 - 10.17 - 10.17 - 10.18] [- 1
	part of this easement.
and second party's right of way shall be parallel widestant from either side thereof. This agreement shall bind and inure to the immediate parties hereto but also their respective well.	th said center line and not more than feet benefit of, as the circumstances may require, not only the heirs, executors, administrators and successors in interest as heirs, executors, words in the singular include the plural; er; and generally, all changes shall be made or implied so als and to corporations. reto have subscribed this instrument in duplicate on this, the
day and year first hereinabove written.	Marin a. Ourland
[If the above named first party is a corporation, use the form of adknowledgment opposite.] (ORS 93.	新聞 - Al Control - Co
, and a second of the second o	19
STATE OF OREGON, County of. Klamath	each for himself and not one for the other, did say that the former is the president and that the latter is the
Personally processes of Marjoric Stumbaugh & Marjoric Stumbaugh & Marjoric Stumbaugh & Marjoric Stumbaugh & Norman and acknowledged the foregoing instrument to be H.1.S their voluntary act and deed. Betore me:	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 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:
SEAL) Notary Public for Oregon My commission expires: Oct. 24, 1984	Notary Public for Oregon My commission expires:
AGREEMENT	STATE OF OREGON, County of I certify that the within instru- ment was received for record on the day of
B. Stumbaugh	day ofday of recorded
Norman A. Overlund	in book/reel/volume No.
Crescent Water Association	
P.O. Box 123, Crescent, Ore.	Record Annual Marketing and Annual An
THE RECORDING RETURN TO	Witness my hand
Crescent Water Association	NAME DEDUCT
Crescent, Oregon 97733	By

18537

Crescent Water Association Water Facilities Easement IOB NO. <u>0168.009</u> AV BY \$\$0.44 DATE <u>8/11/80</u> CKD. BY 2004.14

Owner: Ellwyn B. Stumbaugh and Marjorie Stumbaugh

Account No: 51-2408-2540-2903

Description:

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

A parcel of land situated in the Southeast one-quarter Section 25, Township 24 South, Range 8 East, Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Beginning at a 5/8 inch iron pin marking the Northwest corner of the Southwest one-quarter Southeast onequarter said Section 25; thence North 00° 07' 03" East 689.06 feet; thence East, 510.11 feet to a point on the westerly boundary of River West, a duly platted and recorded subdivision; thence South along said boundary 257.73 feet; thence South 62° 49' 00" West along said boundary, 157.44 feet to a 5/8 inch iron pin marking the Northwest corner of Lot 1, Block 5 of said sub-division; thence South 27° 11' 00" East along said boundary, 150.00 feet to a 5/8 inch iron pin marking the Southwest corner of said Lot 1; thence leaving said subdivision boundary but continuing South 27° 11' 00" East, 70.00 feet; thence South 62° 49' 00" West, 530.76 feet to a point on the West line of said Southwest one-quarter Southeast one-quarter Section 25; thence North 00° 07' 03" East 78.78 feet to the point of beginning containing 6.95 acres more or less.

Subject to and together with an easement 30.00 feet in width for ingress and egress adjacent to and northerly of the southerly line of the above described property.

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. the property described in this easement.

Page 2 Crescent Water Association Water Facilities Easement Account No. 51-2408-2540-2903

- 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 upon completion of the water line construction of the water line. acceptance for use, the 10.00 foot construction easement named herein shall become void.
- 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.

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area of easement		2200	
			2700 N (2 5)
STATE OF OREGON: COUNTY OF W		300 300	

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the

Vol N81 of Deeds on page 18533.

Fee \$ 28.00

EVELYN BIEHN cuic Deputy