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AGREEMENT FOR EASEMENT

UTILITY EASEMENT



THIS AGREEMENT, Made and entered into this 21st day of August, 1980, by and between Ellwyn B. Stumbaugh and Marjorie Stumbaugh, 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:

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

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YCHRENEML

PLATE OF OREGON

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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

PLATE OF OREGON

PLATE OF OREGON

See attached pages as 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 acknowledged by the first party, they agree as follows:

(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 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:

The easement described above shall continue in full force and effect until the first 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.

E. B. Stumbaugh
Marjorie Stumbaugh

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

STATE OF OREGON,

County of Klamath } ss.
21st day of August, 1980

Personally appeared the above named

Ellyn B. Stumbaugh & Marjorie Stumbaugh

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, 1980

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

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/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.

By _____ NAME _____ TITLE _____
Deputy

UTILITY EASEMENT
AGREEMENT FOR EASEMENT



THIS AGREEMENT, Made and entered into this 22nd day of September, 1980, by and between Ellwyn B. Stumbaugh and Marjorie Stumbaugh husband and wife, and hereinafter called the first party, and / Norman Overlund, Contract buyer 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:

North 10 feet and West 20 ft. See description and map attached and 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 instruments as 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 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:

See attached description, made part of this 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.

Norman A. Overlund

(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 22, 1980

Personally appeared the above named
Ellwyn B. Stumbaugh & Marjorie Stumbaugh
& Norman A. Overlund,
and acknowledged the foregoing instrument to be H.I.S.
their voluntary act and deed.

(OFFICIAL
SEAL)

Before me:

Barthelme DeLise
Notary Public for Oregon

My commission expires: Oct. 24, 1984

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
Ellwyn B. Stumbaugh & Marjorie Stumbaugh

Norman A. Overlund

Crescent Water Association

P.O. Box 123, Crescent, Ore.

AFTER RECORDING RETURN TO

Crescent Water Association
P.O. Box 123

Crescent, Oregon 97733

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,) ss.
County of

I certify that the within instru-
ment was received for record on the
..... day of, 19.....,
at o'clock M., and recorded
in book/reel/volume No. on
page for as document/tee/file/
instrument/microfilm No.
of said County.

Witness my hand and seal of
County affixed.

By TITLE
NAME Deputy

Crescent Water Association
Water Facilities Easement

18537

JOB NO.	0168.009A
BY	SWH
DATE	8/11/80
CKD. BY	SWH

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 one-quarter 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 subdivision; 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.

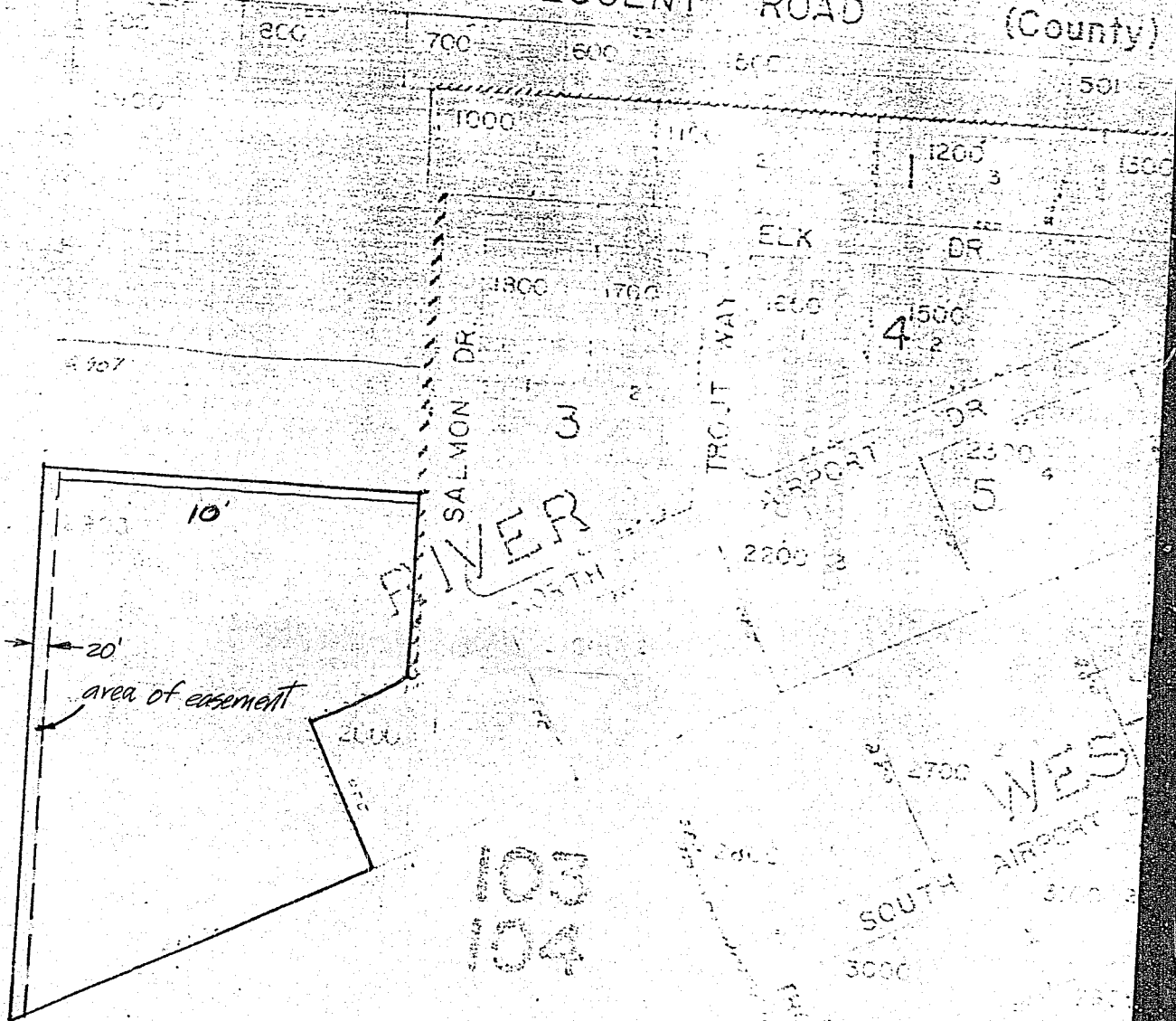
Subject to and together with an easement 30.00 feet in width for ingress and egress adjacent to and northerly of the southerly line of the above described property.

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. 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 N81 of Deeds on page 18533.

Fee \$ 28.00

EVELYN BIEHN

COUNTY CLERK

By Wanda A. Davis Deputy