

TC 23536

UTILITY EASEMENT  
AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 22nd day of March, 1983, by and between Wayland A. Porter and Delores D. Porter, 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 Klamath County, State of Oregon, to-wit:

South 10 feet of the following 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.

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 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.

In addition, Grantors do grant the Grantee a 10.00 foot wide construction easement along and abutting the South 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.

(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:

Those areas of the aforementioned and described permanent and construction easements, which encroach upon existing structures, are void.

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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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:

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.

Wayland Porter  
Delores Porter

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

STATE OF OREGON, } ss.  
County of Klamath, }  
May 1, 1983

Personally appeared the above named Wayland A. Porter & Delores D. Porter and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires: Aug 5, 1985

(ORS 93.490)

STATE OF OREGON, County of Deschutes } ss.  
May 1, 1983

Personally appeared Wayland Porter and Delores Porter, 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

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

Wayland A. Porter & Delores D. Porter

AND

Crescent Water Association

AFTER RECORDING RETURN TO

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

SPACE RESERVED  
FOR  
RECORDER'S USE

8.00 fee

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 16th day of May, 1983 at 9:11 o'clock A.M. and recorded in book reel volume No. M83 on page 7542 or as document fee file instrument/microfilm No. 23536 Record of Deeds of said County.

Witness my hand and seal of County affixed.  
Evelyn Biehn, County Clerk  
By [Signature] Deputy