

39491

UTILITY EASEMENT
AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 23rd day of July, 1984,
by and between Richard H. Wyant and Laura M. Wyant
hereinafter called the first party, and Crescent Water Association
hereinafter called the second party;

WHEREAS: The first party is the record owner of the following described real estate in Klamath
County, State of Oregon, to-wit:
Tax Lot 2812, Sec. 25, T24S, R8E. The town of Crescent, Klamath County, State of
Oregon. W.M.

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 acknowl-
edged by the first party, they agree as follows:
The first party does hereby grant, assign and set over to the second party

South 30 Feet of the following parcel of land
Tax Lot 2812, Sec. 25, T24S, R8E, of the Willamette Meridian.
Town of Crescent, County of Klamath, State of Oregon.

(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 de-
scribed 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:

Witness my hand and seal this 23rd day of July 1984.

In presence of me, a Notary Public for the State of Oregon, the following persons, who are disinterested in the premises hereinafter described, appeared before me and acknowledged to me that they executed the foregoing instrument as their free and voluntary act and deed.

ok
8.00

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:

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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.

x *Richard H. Wyant*
x *Laura M. Wyant*

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

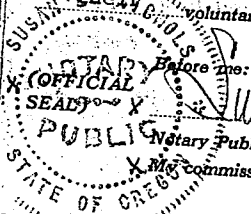
STATE OF OREGON,

(ORS 93.490)

County of Lane } ss.
X July 24, 19 84

Personally appeared the above named Richard H. Wyant & Laura M. Wyant

and acknowledged the foregoing instrument to be _____
their voluntary act and deed.



Notary Public for Oregon

My commission expires: 9/18/89

STATE OF OREGON, County of _____) ss.

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 _____

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

Richard H. & Laura Wyant
P.O. Box 234, Cheshire, Ore. 97419

AND
Crescent Water Association
P.O. Box 123, Crescent, Ore. 97733

AFTER RECORDING RETURN TO

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

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the
2nd day of August, 19 84,
at 11:56 o'clock A.M., and recorded in book M84 on page 13101 or as
file/reel number 39491

Record of Deeds of said county.
Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk

Recording Officer

By Pam Smith Deputy

Fee: \$8.00