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43622

UTILITY EASEMENT
AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 18th day of September, 1983,
by and between Rex Olan Underwood and Lynne Ada Underwood, husband & 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 Klamath
County, State of Oregon, to-wit:

This easement for
West 10 feet of the following parcel of land

Commencing at the southwest corner for a 130 feet North, Tax Lot 3506
Sec. 25, Township 24 South, Range 8 East of the Willamette Meridian.

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

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.

The Grantee shall hold Grantors harmless from any liability caused by Grantee's
work within the easement on the operation and maintenance of the water line.

(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:

CH
9.00

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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.

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

STATE OF OREGON,

County of Klamath

Personally appeared the above named Rex Olan Underwood & Lynne Ada Underwood

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, 1988

X

Rex Olan Underwood

X

Lynne Ada Underwood

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

Rex Olan Underwood

Lynne Ada Underwood

AND:

Crescent Water Association

AFTER RECORDING RETURN TO

Crescent Water Association

P.O. Box 123

Crescent, Oregon 97733

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 28th day of November, 1984, at 12:56 o'clock P.M., and recorded in book/reel/volume No. M84 on page 20016 or as document/fee/file/instrument/microfilm No. 43622, Record of Deeds

of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By _____ Deputy

Fee: \$9.00