

ONBE

20049

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 22 day of June, 19 90, by and between Dan and Betsy Porter, Husband and 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 _____ County, State of Oregon, to-wit:

Tax Lot R2409 - 31BB - 3300

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 a utility easement and four (4) inch water line more particularly described as follows:

Beginning at the California Dalles Highway right of way extending four hundred (400) feet more or less in a westerly manner. Two (2) south of and six (6) feet north of installed four (4) inch 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) limited to the second party's Employees' use necessary for 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 as long as said water line is in place, and in service, however, to the following specific conditions, restrictions and considerations:

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:

One (1) foot north of installed four (4) inch water line.

and second party's right of way shall be parallel with said center line and not more than four (4) feet distant from either side thereof.

During the existence of this easement, its maintenance and the cost of said maintenance shall be the responsibility of (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party being responsible for _____% and the second party being responsible for _____%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

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, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties hereto have executed this easement in duplicate.

Dated June 22, 1990

Dan Porter
Dan Porter

Betsy Porter
Betsy Porter

Calvin L. Jordan
Calvin L. Jordan President
Crescent Water Association

FIRST PARTY

SECOND PARTY

(If executed by a corporation, affix corporate seal and use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

ss.

This instrument was acknowledged before me on

July 10, 1990, by

Dan Porter & Betsy Porter

Notary Public for Oregon

My commission expires: 10-24-92

STATE OF OREGON,

County of Klamath

ss.

This instrument was acknowledged before me on Aug 16

1990, by Calvin L. Jordan

as President
of Crescent Water Association

Barthelme D. Rue
Notary Public for Oregon

My commission expires: 10-24-92

AGREEMENT FOR EASEMENT

BETWEEN

AND

AFTER RECORDING RETURN TO

Crescent Water Assn.

P.O. Box 247

Crescent, Or. 97733

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 12th day of Sept., 1990, at 11:27 o'clock AM., and recorded in book/reel/volume No. M90 on page 18321 or as fee/file/instrument/microfilm/reception No. 20049. Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME TITLE
By Barthelme D. Rue Deputy

Fee \$33.00