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AGREEMENT FOR EASEMENT

Vol 92 Page 24098

THIS AGREEMENT, Made and entered into this 4 day of September, 1991, by and between Paul Mumford, and REBO Inc 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:

Tax Lot 1400, Section 36, Township 24 South, Range 8 East of Willamette Meridian

SOB EYEWERK
VORNEINER

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 this utility easement for the East 20 feet of the following parcel of land, tax lot 1400, Section 36, Township 24 South, Range 8 East of Willamette Meridian.

See Map attached and made part of this instrument.

Possession of this property shall be immediate. A water line shall installed within 4 feet of property 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 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:

This easement shall be a permanent, perpetual and exclusive right to construct, install, maintain, operate utilities, and related facilities on surface and subsurface of this easement. The Second-party shall hold first-party harmless from any liability caused by second-party work within the 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:

East 10 feet of said parcel.

and second party's right of way shall be parallel with said center line and not more than 10 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 _____, 19____
 _____, President Crescent Water Assn.

 FIRST PARTY SECOND PARTY 10-24-91

STATE OF OREGON, County of _____, ss.
 This instrument was acknowledged before me on Oct 10, 1991,

by Paul Mumford
 This instrument was acknowledged before me on Oct 24, 1991,

by Colvin L. Jordan
 as _____ of _____

State of Oregon
 County of Clatsop
 Notary Public
 NOTARY STATE OF OREGON
 MY COMMISSION EXPIRES 10-24-92

SANDRA CLARK
 NOTARY PUBLIC - OREGON
 CARSON CITY
 My April Expires Oct 2, 1994
 My commission expires Oct 2, 1994

Notary Public for Oregon
 My commission expires Oct 2, 1994

**AGREEMENT
 FOR EASEMENT**

BETWEEN
 Paul Mumford
 REBO Inc.
 AND
 Crescent Water Association

AFTER RECORDING RETURN TO
 Crescent Water Association
 P.O. Box 247
 Crescent, Oregon 97733

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON, } ss.
 County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of _____ of said County.

Witness my hand and seal of _____ County affixed.

NAME TITLE
 By _____ Deputy

SECTION 36 T.24S. R.08E. W.M.
KLAMATH COUNTY
1-400'



STATE OF OREGON: COUNTY OF KLAMATH: ss. _____ the 15th day
Filed for record at request of Crescent Water Assn.
of Oct. A.D., 19 92 at 10:00 o'clock A. M., and duly recorded in Vol. M92,
of _____ of Deeds on Page 24098.
_____ Evelyn Biehn _____ County Clerk
_____ *[Signature]*

FEE \$20.00