



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:

Two (2) feet south of the north property line and parallel to same line.

and second party's right of way shall be parallel with said center line and not more than two 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.

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

Dated Oct. 10, 2000

Mable Elaine Miller
FIRST PARTY

Paul McKinson
SECOND PARTY

STATE OF OREGON, County of Klamath SS.

This instrument was acknowledged before me on Oct. 10, 2000, by Mable E. Miller & Paul McKinson

This instrument was acknowledged before me on Oct. 18, 2000, by Mark D. Crisp

as Pres.



Crescent Water Assoc.

Nancy L. Stillwell

Notary Public for Oregon
My commission expires Dec. 26, 2003

AGREEMENT FOR EASEMENT BETWEEN

AND

SPACE RESERVED
FOR
RECORDER'S USE

AFTER RECORDING RETURN TO

CRESCENT WATER ASSOCIATION
P.O. BOX 247
CRESCENT, OR 97733-0247
ADDRESS CORRECTION REQUESTED

STATE OF OREGON,)

State of Oregon, County of Klamath
Recorded 11/02/00, at 11:03a.m.
In Vol. M00 Page 40019
Linda Smith,
County Clerk Fees \$26.00
5.00 opa

ONBE

40020



AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 27..... day of September..... x19x2000,
by and between Miller and Makinson.....
hereinafter called the first party, and Record owner of tax lot 2408 25C 900 and.....
Crescent Water Assoc., 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 2408 25C 800 Also known as 136514 Jug Drive

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 Public Utility Easement for water service and other Utilities as may be needed. More particulartarly described as follows: Beginning at Jug Drive and the Northeast corner of Tax lot 2408 25C 800 also known as 136514 Jug Drive. Four feet south of said corner west and parallel to north property line accross property to the east 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: