

'01 MAR 29 PM1:47

Vol MQ1 Page 12719

UTILITY RIGHT-OF-WAY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in for consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Dennis L. Maher and Delia L. Maher, husband and Wife, hereinafter referred to as GRANTOR, by CRESCENT WATER ASSOCIATION hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged.

WITNESSETH:

WHEREAS: The GRANTOR is the owner of the following described real estate in Klamath County, State of Oregon. The GRANTOR does hereby grant, assign and set over to the GRANTEE, to-wit:

A PERMANENT EASEMENT, PERPETUAL, AND EXCLUSIVE RIGHT OF WAY, INCLUDING RIGHT TO ENTER UPON THE REAL ESTATE HEREIN AFTER DESCRIBED, AT ANY TIME THAT IT MAY SEE FIT, TO MAINTAIN, AND REPAIR EXISTING UNDER GROUND 8" PIPELINE FOR THE PURPOSE OF CONVEYING WATER OVER, ACROSS, THROUGH, AND UNDER THE LANDS HEREINAFTER DESCRIBED.

THE LAND AFFECTED BY THE GRANT OF THIS EASEMENT AND RIGHT OF WAY IS LOCATED IN KLAMATH COUNTY, STATE OF OREGON, DESCRIBED IN EXHIBIT A ON PAGE 2 WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: Commencing at a point on the road going (North and South), and the area around the existing west fire hydrant on the North line of Tax lot 800 in Southwest one quarter of the Northwest one quarter of Section 31 township 24 South Range 9 East W.M., Twenty feet wide (20) with Ten (10) feet on each side of existing 8" pipeline proceeding in easterly manner to and terminating Ten (10) feet east of the existing fire hydrant on the east side of property.

The GRANTEE shall have the right to immediate possession of property describe in this easement.

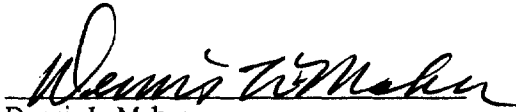
The GRANTEE shall hold and save the GRANTOR harmless from any liability caused by GRANTEE work within the easement on the operation and maintenance of pipelines and or mains.

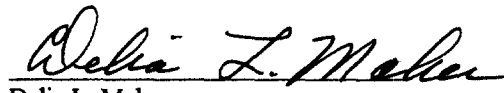
Except as to the rights herein granted, the GRANTOR shall have full use and control of the above described real estate.

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 WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this 28 day of march 2001.

For the GRANTOR:


Dennis L. Maher


Delia L. Maher

For the GRANTEE:


~~Mark Carlson, President~~

MIKE CARLSON, VICE PRES.

EXHIBIT "A"

12720

DESCRIPTION SHEET

Crescent Water Assoc.
Easement

A twenty (20.00) foot wide easement for a waterline located in a portion of the SW ¼ of the NW ¼ of Section 31, T. 24 S., R.09 E., W.M., Klamath County, Oregon, lying ten (10.00) feet on each side of the following described centerline:

Commencing at the most northerly corner of a parcel of land described in Klamath County Deed Volume M01, Page 12717, and also known as Tax Lot 24 (9.31 BC 00800; thence S 25° 41' 25" W along the northwesterly line of said parcel, 408.60 feet to an angle point; thence N 89° 22' 07" W along the northerly line of said parcel, 71 feet more or less to the centerline of an existing eight (8) inch underground waterline, the true point of beginning of this description;

Thence South along said waterline 18 feet more or less to an existing "tee" intersection in the waterline;

Thence East along said waterline 42 feet more or less to an angle point in the waterline;

Thence S 66° 34' 41" E along said waterline, 153 feet more or less to an existing "tee" intersection in the waterline, being Point 'A' of this description;

Thence continuing S 66° 34' 41" E along said waterline, 490 feet more or less to the terminus of this portion of the description.

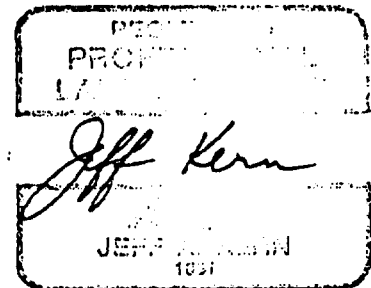
TOGETHER WITH a twenty (20.00) foot wide easement for waterline lying ten (10.00) feet on each side of the following described centerline:

Beginning at Point 'A' above; thence S 23° 25' 19" W along a branch of the above said waterline, 64 feet more or less to the center of an existing water well, the terminus of this portion of the description.

TOGETHER WITH an easement for access and maintenance of the above said water well, described as follows:

Commencing at the center of the above said water well; thence North, 12.5 feet to the true point of beginning this portion of the description;

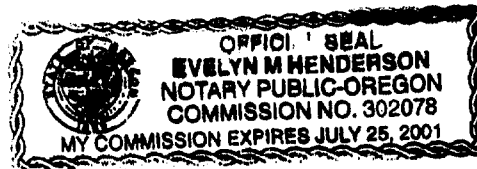
Thence East 12.5 feet; thence South 25.00 feet; thence West 25.00 feet; thence North 25.00 feet; thence East 12.5 feet to the true point of beginning of this portion of the description.



Jeff Kern & Assoc., Inc.
Professional Land Surveyors
P.O. Box 1244, Bend, OR 97709 ■ (541) 389-4736

STATE OF OREGON,
County of ~~Klamath~~ Deschutes)
March 28, 2001)

ss.



Personally appeared the above-named Dennis L. Maher, and acknowledged the foregoing instrument to be their voluntary act and deed.

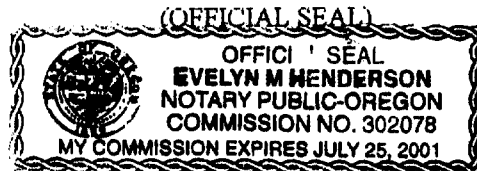
Before me:

Notary Public for Oregon

My commission expires: 7-25-01

STATE OF OREGON,
County of ~~Klamath~~ Deschutes)
March 28, 2001)

ss.



Personally appeared the above-named Delia L. Maher, and acknowledged the foregoing instrument to be their voluntary act and deed.

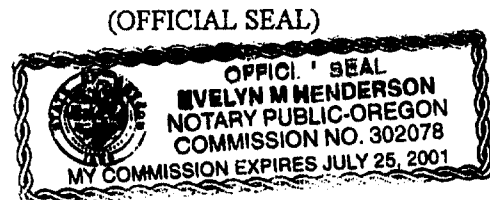
Before me:

Notary Public for Oregon

My commission expires: 7-25-01

STATE OF OREGON,
County of ~~Klamath~~ DESCHUTES)
MARCH 28, 2001)

ss.



Personally appeared the above named ~~Mark Crisp~~ Mike Carlson Vice Pres. of Crescent Water Association a corporation and acknowledged the foregoing instrument to be voluntary act and deed in behalf of said corporation.

Before me:

Notary Public for Oregon

My commission expires: 7-25-01

(OFFICIAL SEAL)

STATE OF OREGON, County of Klamath

Recorded _____, at _____ m.

In Vol. _____ Page _____

(Space reserved for Recorder's use)

Linda Smith,
County Clerk Fee\$ _____

After Recording return to
Crescent Water Association
Box 247
Crescent, Oregon 97733-0247

UTILITY EASEMENT Page 3 of 3

State of Oregon, County of Klamath
Recorded 03/29/01, at 1:47 p.m.
In Vol. M01 Page 12719
Linda Smith,
County Clerk Fee\$ 3.00

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