

15892 THIS INDENTURE made and entered into this 28 day of July, 1967, by and between JOHN S. BEENE and LILLIAN BEENE, husband and wife, and JOHN H. BEENE, a single person, hereinafter called "the party of the first part," and CRESCENT WATER AND SEWER SERVICE ASSOCIATION, a cooperative, hereinafter called "the party of the second part,"

W I T N E S S E T H:

That for and in consideration of the sum of Ten and no/100 Dollars, cash in hand paid, the receipt of which is hereby acknowledged, the parties of the first part have this day bargained and sold, and by these presents do bargain, sell, convey, transfer, and deliver unto the party of the second part, a permanent easement and right of way, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may see fit, and construct, maintain, and repair underground pipelines and/or mains for the purpose of conveying water and sewage over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said pipelines and/or mains.

The land affected by the grant of this easement and right of way is located in the County of Klamath, and State of Oregon, and is more particularly described by metes and bounds, as follows:

Beginning at the point designated by an iron pipe driven 4' into the ground, 944.08 feet East of the North-west corner of Section 31, Township 24 South, Range 9 E.W.M. continuing East from said pipe, 310.5 feet to corner of lot described as follows: Running thence Southerly along the East line of Main Street, 50 feet;

5953

thence Easterly, at right angles to Main Street, 100 feet; thence Northerly, parallel to Main Street, 50 feet; thence Westerly, at right angles to said Main Street, 100 feet to point of beginning.

The easement and right of way hereby granted covers a strip of land fifteen (15) feet in width over and across the above described land,

TO HAVE AND TO HOLD said easement and right of way unto the party of the second part, and unto its successors and assigns forever.

The party of the first part does hereby covenant with the party of the second part that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

As a part of the consideration for this grant, the party of the first part does hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted, except damages to growing crops.

WITNESS the first party's hand and seal the day and year first above written.

John S. Beene

Lillian Beene

John S. Beene

5954

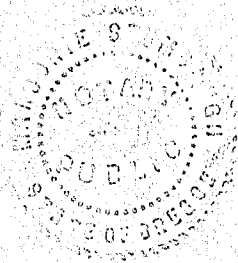
STATE OF OREGON)
) ss.
 County of Klamath)

July 28, 1967

Personally appeared the above named JOHN S. BEENE
 and LILLIAN BEENE, husband and wife, and JOHN H. BEENE, a
 single person, and acknowledged the foregoing instrument to
 be their voluntary act and deed.

Before me:

Margaret Stumbaugh
 Notary Public for Oregon
 My Commission expires: 4/30/70



STATE OF OREGON, } ss.
 County of Klamath }

Filed for record at request of:
Richard Beesley

on this 3 (th) of August, A. D. 19 67
 at 9:16 M. and day
 recorded in Vol. M-67 of deeds
 Page 5952

LORAIN ROGERS, County Clerk

Fee 1.50

By Paula Decker typist

Return:
 Richard Beesley