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EASEMENT

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KNOW ALL MEN BY THESE PRESENTS, that LARRY D. JOHNSON AND MURL DEAN JOHNSON, husband and wife, of the County of Klamath, State of Oregon, hereinafter called the Grantors in consideration of the sum of Ten Dollars (\$10.00) to them paid by OREGON WATER CORPORATION, a public utility of the State of Oregon hereinafter called the Grantee, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, a perpetual easement sixteen (16) feet in width for the purpose of laying, constructing, operating, maintaining, changing, relocating, removing and/or replacing one or more mains or pipelines, with necessary or desirable appurtenances thereto, for the transmission and distribution of water for all useful purposes, upon, over and across adjacent real property of the Grantors in the SE 1/4 of the SE 1/4 of Section 14, Township 39 South, Range 9E. WM; extending eight (8) feet on either side with the following described centerline:

Beginning at a point which lies 287' South 0° 10' East and 30' North 89° 48' East from the Northwest corner of the SE 1/4 of the SE 1/4 Section 14, Township 39 S., Range 9E. WM; then extending North 89° 48' East for a distance of 350'.

Together with the right of ingress to and egress upon and across the adjacent real property of the Grantors, using present and future roads thereon to the extent available, and with the right to clear and keep clear each and every part of said easement, all for the purpose of exercising in any and all respects the rights hereby granted.

PROVIDED, that all mains and pipelines shall be laid on said easement not less than two and one-half (2-1/2) feet below the surface of the ground, and in all operations such surface shall be restored as nearly as may be practicable to its original condition. Grantors reserve and retain the right to cultivate or otherwise use said easement in any manner or for any purpose which does not interfere with, or is not inconsistent with the proper exercise of the rights therein hereby

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granted to the Grantee, but the Grantors shall in no event construct or maintain nor permit the construction or maintenance of any additional buildings or other structures on said easement in such manner as to prevent or impair reasonable access thereto.

And the Grantors covenant that they are lawfully seized in fee simple of the above granted real property free from all encumbrances, and they will and their heirs, executors and administrators shall warrant and forever defend the above granted real property and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal this 11th day of October, 1971.

Larry D. Johnson (SEAL)

Muriel Dean Johnson (SEAL)

STATE OF OREGON) SS.
County of Klamath)

On this 8th day of October, 1971 personally appeared the above named Larry D. Johnson and Muriel Dean Johnson, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Mary J. Cotten
Notary Public for Oregon
My Commission Expires March 30, 1975

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:

OREGON WATER CORP.
on this 15th day of OCTOBER A. D., 19 71
at 2:23 o'clock P.M. and duly
recorded in Vol. M 71 of DEEDS
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WM. D. MILNE, County Clerk

By *L. Hazel Dray*
Fee \$3.00 Deputy.