

62681

GRANT OF EASEMENT

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KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of ONE DOLLAR and OTHER CONSIDERATIONS, to the undersigned in hand paid by CALIFORNIA-PACIFIC UTILITIES COMPANY, a California corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to construct, entrench, maintain and operate a pipe line with necessary valves and appurtenances thereto, (said pipe line and appurtenances being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by the Grantee, through and over the said property on a right of way ___ feet in width, all being more particularly described as follows:

A strip of land eight feet (8') in width lying southwesterly of, adjacent, parallel and contiguous with the southwesterly boundary of an existing eight foot (8') utility easement lying parallel to and separated by an eighty six foot (86') strip of land southwesterly of, adjacent, parallel and contiguous with the southwesterly boundary of Walton Drive in the Tract No. 1059, Lot No. 14 and part of Lot No. 13 of the Homedale Subdivision, a platted portion of Klamath County, State of Oregon. Situated in Section 11, Township 39 south, Range 9 east, Willamette Meridian

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This grant shall carry with it the right of ingress and egress to and from the said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipe line with either like or different size pipe. During temporary periods Grantee may use such portion of said property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantor reserves the right to the use and enjoyment of said property except for the purposes herein granted, but such use shall not conflict or interfere with Grantee's surface or subsurface rights hereunder or disturb its lines or appurtenances and no road, reservoir or other structure or excavation shall be constructed or maintained on, over, along or within 10 feet of said right of way without Grantee's prior written consent.

Grantee shall, during initial construction, bury said pipe line not less than two and one-half feet below the then existing surface of the land, except when rock is encountered the pipe line may be buried not less than one foot below the surface.

Grantee shall pay to Grantor reasonable compensation for any damages to Grantor's property caused by the construction, maintenance, repair, replacement or removal of the facilities. It is mutually agreed that should any dispute arise as to such damage, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor, and one by Grantee, within 20 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county. In the event of any default by Grantor in payment of any mortgages, taxes or other encumbrances on the within described premises, it is agreed that Grantee, at its option, shall have full rights of redemption, in whole or in part, and thereupon shall be fully subrogated to any rights arising or other lien.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 30th day of March, 1972

Harvey H. Buckle
Witness to Signatures

Harvey H. Buckle (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF OREGON
COUNTY OF KLAMATH

} ss.

March 30th, 1972

On this 30th day of March, 1972, before me the undersigned Notary Public, personally appeared

Harvey H. Buckle personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who being duly sworn, deposed and said that he resides in the County of Klamath, State of Oregon, that he was present and saw *Harvey H. Buckle*

personally known to him to be the person(s) whose name(s) is subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

Harvey H. Buckle
Notary Public for Oregon

My commission expires: 7/1/72

3424

STATE OF OREGON,
County of Klamath
Filed for record ~~XXXXXX~~

on this 31 day of MARCH A.D. 1972
at 3:50 o'clock PM, and duly
recorded in Vol. M 72 DEEDS
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Wm. J. MILNE, County Clerk
By [Signature] Deputy
Fee \$4.00

\$4.00 pd.

Let Calif. Pacif. Utilities
1011 Main St.
City