

SEP 27 2 47 PM 197

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EASEMENT

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KNOW ALL MEN BY THESE PRESENTS, that JOSEPH L. KELLER and ROSIE A. KELLER, 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 eight (8) 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 SW 1/4 of the NW 1/4 of Section 12, Township 39 South, Range 9E, WM; described as:

A strip of land in Lot 4, Block 10, Fourth Addition to Sunset Village, parallel to and contiguous with the lot line common to Lots 3 and 4 of the above named subdivision.

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 granted

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to the Grantee, but the Grantors shall in no event construct or maintain nor permit the construction or maintenance of any buildings or other structures upon or above said easement in such manner as to prevent reasonable access thereto, or to permit the construction of any parallel sanitary sewer within six (6) feet of any part of this easement.

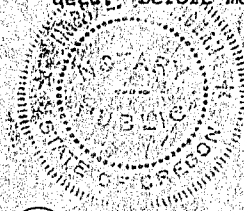
And the Grantors covenant that they are lawfully seized in fee simple of the above granted real property free from all encumbrances, and they will and their heirs, executors and administrators shall warrant and forever defend the above granted real property and every part and parcel thereof, against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

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal this _____ day of _____, 1972.

Joseph L. Keller (SEAL)
Rosie A. Keller (SEAL)

STATE OF OREGON) ss.
County of Klamath)

On this 27th day of September, 1972 personally appeared the above named Joseph L. Keller and Rosie A. Keller, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Mary J. Cunningham
Notary Public for Oregon
My Commission Expires March 31, 1975

Return to:
Ore. Water Corp.
P.O. Box 200
Prineville, Ore.

STATE OF OREGON) ss.
County of Klamath)

Filed for record at request of:
Oregon Water Corp.
on this 27th day of September A. D. 19 72
at 2:17 o'clock P. M. and duly
recorded in Vol. M72 of Deeds
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WM. D. MILNE, County Clerk
By *[Signature]* Deputy.
Fee \$ 1.00