

EASEMENT

73500

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FEB 21 2 45 PM 1973

KNOW ALL MEN BY THESE PRESENTS, that WASHBURN ENTERPRISES, INC., an Oregon corporation, of the County of Klamath, State of Oregon, hereinafter called the Grantors, in consideration of the sum of ~~Two Thousand Five Hundred Dollars (\$2500.00)~~ ^{Ten Dollars \$10.00 S.D.A.} 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 ten (10) 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 Section 4, Township 39 South, Range 9 East, W.M., more particularly described as follows:

Beginning at a point on the westerly right of way line of Washburn Way, said point being West 30.00 feet and North 00° 04' 35" East 40.00 feet from the S.E. corner of Section 4; thence West 220.00 feet; thence North 00° 09' 45" East 10.00 feet; thence East 219.98' to the westerly right of way of Washburn Way; thence South 00° 04' 35" West 10.00 feet to the point of beginning, with the bearing based on recorded survey No. 1463, as recorded in the Klamath County Surveyor's office.

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 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.

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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.

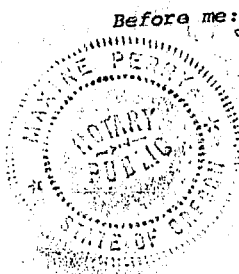
IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal this 5th day of Feb., 1973.

Washburn Enterprises Inc
Dorman A. Turner, Pres (Seal)
Jewell Huston, Sec. (Seal)

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 5th day of Feb., 1973 personally appeared the above named Dorman A. Turner and Jewell Huston, President and Secretary, respectively, of Washburn Enterprises, Inc., an Oregon corporation, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Maureen Perry
Notary Public for Oregon
My Commission expires: Sept. 23, 1974

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
Oregon Water Company
on this 21st day of February, A. D., 1973
at 2:45 o'clock P. M. and duly
recorded in Vol. M73 of Deeds
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WM. D. MILNE, County Clerk
By Cynthia [Signature] Deputy.
Fee \$4.00