

EASEMENT

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KNOW ALL MEN BY THESE PRESENT, that LLOYD DAY, of the County of Klamath, State of Oregon, hereinafter called the Grantor in consideration of the sum of Ten Dollars (\$10.00) to him 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 Grantor in the SW 1/4 of SW 1/4 of Section 12, Township 39 South, Range 9 E. WM; described as:

A strip of land eight (8) feet in width in Lot 11, Block 9, First Addition to Cypress Villa, parallel to, and contiguous with, the lot line common to Lots 10 and 11 of the above named subdivision.

Together with the right of ingress to and egress upon and across the adjacent real property of the Grantor, 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. Grantor reserves and retains 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 Grantor 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 Grantor covenants that he is lawfully seized in fee simple of the above granted real property free from all encumbrances, and he will and his 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.

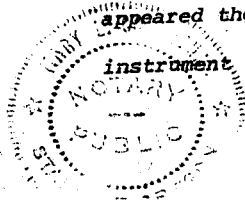
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal this 23 day of February, 1973.

Lloyd Day (SEAL)

STATE OF OREGON)
County of Klamath) ss.

On this 23rd day of February, 1973, personally

appeared the above named Lloyd Day, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Mary L. Cottoningham
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 CORPN
on this 5th day of MARCH A.D. 1973
at 2:09 o'clock P.M. and duly
recorded in Vol. M 73 of DEEDS
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WM. D. MILNE, County Clerk

By *Raymond* Deputy.
Fee \$ 4.00