

## RIGHT OF WAY CONTRACT

For and in consideration of \$ 200.00 Dollars cash, the receipt of which is hereby acknowledged, GEORGE DONALD BROWN and ANDRIE IRENE BROWN, hereinafter referred to as the Grantors, do hereby grant and convey unto BUSTER OWENS dba SUBURBAN WATER COMPANY OF KLAMATH FALLS, hereinafter referred to as Grantee, the right to select a route for and construct, maintain, inspect, operate, protect, repair, replace, alter and remove a pipeline or pipelines for the transportation of water, on, over and through the following described lands of which the Grantors warrant they are the owners and fee simple, situated in County of Klamath, State of Oregon to-wit:

The NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 7, Township 39, Range 9, E.W.M.

together with the right of ingress and egress to and from said line or lines or any of them for the purposes aforesaid; hereby releasing and waiving as to the Grantee, all rights under and by virtue of the homestead exemption laws of said state.

Grantor shall have the right to use and enjoy the above described premises, except as to the right herein granted; and Grantors agree not to build, create, or construct, or to permit to be built, created or constructed, any obstruction, building, engineering works, or other structures over or that would interfere with said pipeline, or pipelines or Grantees rights hereunder. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, timber, fences or buildings of Grantors from the exercise of the rights herein granted; said damages, if not mutually agreed upon shall be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantors, their successors, heirs or assigns, one to be appointed by the Grantee, his successors, or assigns and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Any pipeline constructed by Grantee across lands under cultivation shall at the time of construction thereof, be buried at such depth as will not interfere with such cultivation.

The Grantee shall have the right to assign this grant in whole or in part including, without limitation, the right of assignment under any presently outstanding or future mortgage or mortgages given to secure any bonds or other bona fide indebtedness of the Grantee.

It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying, adding to or changing the terms of this agreement.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD said right-of-way and easement unto Grantee, his successors and assigns until such first pipeline be constructed and so long thereafter as the pipeline is maintained thereon.

IN WITNESS whereof the Grantors herein have executed this conveyance this 12 day of July, 1974.

STATE OF OREGON ) ss.  
County of Klamath )

SUBSCRIBED AND SWORN to before me this 12 day of June, 1974.

George D. Brown (Seal)  
Andrie Irene Brown (Seal)  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 5-1-78

STATE OF OREGON, COUNTY OF KLAMATH; ss.  
RAVIREZ & HOOTS

Filed for record at request of \_\_\_\_\_  
this 15th day of JULY A. D., 19 74 at 2:47 o'clock PM, and duly recorded in  
Vol. M 74 of DEEDS on Page 8618

Ref: Remission of Hoots  
544 Walnut  
142

FFE \$ 2.00

By WM. D. MILNE, County Clerk  
Hazel Drayle Deputy