

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that W. ALAN BOWKER and
LENIS M. BOWKER, 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 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 NE 1/4 of the NE 1/4 of Section 11,
T 39S. R. 9 EWM., described as follows:

A strip of land ten (10) feet in width, five (5) feet
on each side of the following described centerline:

Beginning at a point on the Easterly Right of Way line
of Kane Street which is South 22° 00' West, a distance
of 76.02 feet from the Southerly Right of Way line of the
O. C. & E. Railroad and the Northerly line of Lot 1,
Homedale Addition; Thence South 66° 39' 30" East, a
distance of 417.31 feet parallel to the Northerly line of
Lot 1, Homedale Addition, and the Southerly Right of Way
boundary of the O. C. & E. Railroad.

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

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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.

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 18th day of October, 1974.

W. Alan Bowker (Seal)

Lenis M. Bowker (Seal)

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 18th day of October, 1974 personally appeared the above named W. Alan Bowker and Lenis M. Bowker, 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 30, 1975

STATE OF OREGON, COUNTY OF KLAMATH, ss.

Filed for record at request of OREGON WATER CORPN

this 18th day of OCTOBER A. D., 1974 at 2:51 o'clock P. M., and duly recorded in Vol. M. 71 of DEEDS on Page 13655

FEE \$ 4.00

WM. D. MILNE, County Clerk
By Hayden Magel Deputy