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KNOW ALL MEN BY THESE PRESENTS, that FREMONT GLASS & MILLWORK COMPANY, in the County of Klamath, State of Oregon, hereinafter called the Grantor 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 four (4) 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 NW 1/4 of the NW 1/4 of Section 10, T.39S., R.9, E.W.M., described as follows:

A strip of land four (4) feet in width, two (2) feet on either side of the following described centerline:

Beginning at a point which lies 30.0 feet North of the centerline of Onyx Avenue and 2.0 feet West of the westerly side of the Burlington Northern Railroad right of way; Thence northerly parallel to the Burlington Northern right of way, a distance of 170.0 feet.

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

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the proper exercise of the rights therein hereby granted 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.

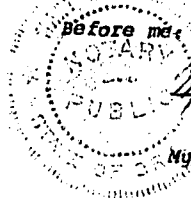
And the Grantor covenants that he is lawfully seized in fee simple of the above granted real property free from all encumbrances, and he will and his heirs, executors and administrators shall warrant and forever defend the above granted real property and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has herunto set his hand and seal this 19th day of December, 1974.

Francis S. Landrum (Seal)
Francis S. Landrum, President
Fremont Glass & Millwork Company

STATE OF OREGON)
COUNTY OF KLAMATH) SS.

On this 19th day of December, 1974 personally appeared the above named Francis S. Landrum, President, Fremont Glass & Millwork Company, and acknowledged the foregoing instrument to be his voluntary act and deed.



Wm. B. Milne
Notary Public for Oregon

My Commission Expires: March 30, 1975

RET:
OREGON WATER CORP.
P.O. BOX 237
K. YAKS, OREG. 97601

STATE OF OREGON,)
County of Klamath)
Filed for record at request of
OREGON WATER CORPORATION
on this 23rd day of DECEMBER, A.D. 1974
at 10:30 o'clock AM, and duly
recorded in Vol. M 74 of deeds
Page 16150 of
Wm. B. Milne, County Clerk
By *Hazel Dwyer*
Fee \$ 4.00