

14989

EASEMENT

Vol. 76 Page 8772

76 JUN 14 PM 12 31

That RAFTER NINE CORPORATION, a corporation organized and existing under the laws of the state of Oregon, and having its office and principal place of business in Klamath County, Oregon, in consideration of Three Thousand Five Hundred Dollars (\$3,500) and the agreements herein contained, grants, bargains and sells unto STILES ENTERPRISES, INC., a corporation organized and existing under the laws of the state of Oregon, and having its principal office at Portland, Oregon, the right and use to take water from that certain well now in existence located on the property of the Grantor directly North approximately three hundred fifty (350) feet from the below described property owned by the Grantee. Said well is presently operating and Grantee is taking water from said well by means of an inch and a half (1-1/2") pipeline extending from said well to the place of business of the Grantee on the following described property:

A piece or parcel of land situate in the SW 1/4 NW 1/4 of Section 2, T. 41 S., R. 11 E., W.M., being more particularly described as follows:

Beginning at a point in the easterly right-of-way fence of the existing county road along the west line of said Section 2, from which point the East 1/4 corner of Section 10, T. 41 S., R. 11 E., W.M., bears N 89° 07' 50" W 27.0 feet and S 0° 02' 50" W 6148.5 feet distant; thence N 0° 02' 50" E along said easterly right-of-way fence 439.88 feet to a 5/8" iron pin; thence S 89° 57' 10" E 194.20 feet to a 5/8" iron pin reference monument; thence S 89° 57' 10" E 3.60 feet to a point; thence S 2° 15' 20" W 442.96 feet to a 5/8" iron pin; thence N 89° 07' 50" W 180.8 feet to the point of beginning, containing 1.90 acres, more or less, and being subject to all rights-of-way and/or easements of record or apparent on the premises.

This easement described herein is to and shall run with the land and shall be for the benefit and use of the Grantee, its successors and assigns.

8774

It is expressly understood and agreed that Grantee shall have the right to ingress to and egress from the property described above belonging to the Grantor for the purpose of maintaining, repairing and keeping the well and pipeline in usable condition at all times.

It is expressly understood and agreed that the above purchase price grants to the Grantee the exclusive right to perpetually take water from said well of the Grantor as long as said taking is only for the use of the Grantee in its business of operating a batch cement plant upon the property owned by Grantee.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 8th day of June, 1976, and has caused its name to be signed and seal affixed by its duly authorized agent, duly authorized thereto by order of its Board of Directors.

RAFTER NINE CORPORATION

By

William Rafter
William Rafter
Agent

STATE OF OREGON)
) ss.
County of Klamath)

Subscribed and sworn to before me this 8th day of

June, 1976.

Rev:
Concrete Prod
5084 1865-
113

Lucas M. McCut
Notary Public for Oregon

My Commission expires: April 10, 1978

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____

this 14th day of JUNE A. D. 1976 at 12:31 o'clock P.M., and

duly recorded in Vol. M 76, of DEEDS on Page 8773

W. D. MILNE, County Clerk

FEE \$ 6.00

By *Hazel Drazel*