

18160

EASEMENTVol. m 76 Page 13309

KNOW ALL MEN BY THESE PRESENTS, that A. E. McCOY, in 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 twenty (20) 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 of water for all useful purposes upon, over and across adjacent real property of the GRANTOR in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 15, T. 39S., R9E., W.M.

A strip of land 20 feet in width, described as follows:

The Westerly 20 feet of Lot 3, Altamont Small Farms.

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- $\frac{1}{2}$ ) 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 to the GRANTEE, but the **13310**  
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.

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 16<sup>th</sup> day of August, 1976.

A. E. McCoy (SEAL)  
Lessor  
Kenn E. Bailey  
Lessee

STATE OF OREGON ) ss.  
COUNTY OF KLAMATH )

On this 17<sup>th</sup> day of August, 1976 personally appeared the  
above named A. E. McCoy, and acknowledged the foregoing instrument to be  
his voluntary act and deed.

Before me:

Michael L. Brant  
Notary Public for Oregon

My Commission Expires: 1-21-77

STATE OF OREGON )  
County of Klamath ) ss.

On this 16 day of August, 1976, personally appeared  
the above-named KENNETH E. BAILEY and acknowledged the fore-  
going instrument to be his voluntary act and deed.

Before me:

Delma J. Jones  
Notary Public for Oregon  
My Commission Expires: 4-9-77

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Oregon Water Corp.  
his 26<sup>th</sup> day of August, A. D. 1976 at 10:43 o'clock A. M., and  
fully recorded in Vol. M76, of Deeds on Page 13309

Wm D. MILNE, County Clerk

By Shirley Lee Lane

Ret. Oregon Water Corp  
P.O. Box 237  
Klamath Falls, Or  
97601

Cash

Fee \$6.00