

20199

EASEMENT

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KNOW ALL MEN BY THESE PRESENTS, that JOHN R. and OLA FERN JUDKINS, husband and wife, in 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 of water for all useful purposes upon, over and across adjacent real property of the GRANTORS in the SW 1/4 of the SW 1/4 of Sec. 1., T. 39S., R9E.W.N.

A strip of land 10 feet wide, 5 feet on each side of the following described center line:

Beginning at a point on the easterly end of Mack Avenue, also being on the easterly line of Poole Home Sites, and a distance of 16 feet North of the center line of Mack Avenue; thence easterly, a distance of 100 feet, said line being 16 feet North, and parallel to the center line of Mack Avenue extended.

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

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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 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 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 9th day of September, 1976.

John R. Judkins (Seal)
John R. Judkins

Ola Fern Judkins (Seal)
Ola Fern Judkins

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 9th day of September, 1976 personally appeared the above named John R. and Ola Fern Judkins, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me,
Notary Public for Oregon

Mary L. Cotton
Notary Public for Oregon

My Commission Expires: March 30, 1979

State of Oregon,)
County of Klamath) ss.

I hereby certify that the within instrument was received and filed for record on the 13th day of OCTOBER, 1976, at 9:23 o'clock A. M. and recorded on Page 16119 in Book M 76 Records of DEEDS of said County.

WM. D. MILNE, County Clerk

By Hazel Draz Deputy

Fee \$ 6.00

Rel. One Water Lpfn
PO Box 237
Cuty