

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that WASHBURN ENTERPRISES, INC., of Klamath County, Oregon and the FIRST NATIONAL BANK OF OREGON, an Oregon Corporation, 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 twelve (12) 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 SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 3, T. 39 S., R. 9 E., W.M., Klamath County, Oregon.

A waterline easement 12 feet in width, parallel and contiguous to the Easterly Right of Way line of Washburn Way. Beginning at a point which is 252.80 feet Northerly from the North line of Crosby Avenue, then extending Northerly, a distance of 281.35 feet.

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- $\frac{1}{2}$) 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. 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 proper exercise of the rights therein hereby granted to the GRANTEE,

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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.

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 hands and seals this 28th day of Feb., 1978.

WASHBURN ENTERPRISES, INC.,

Dorman A. Turner (Seal)

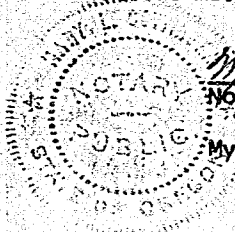
FIRST NATIONAL BANK OF OREGON

R. C. Perdue (Seal)
V. P. Singer

STATE OF OREGON)
COUNT OF KLAMATH) SS.

On this 28th day of February, 1978 personally appeared the above named Dorman A. Turner, President of Washburn Enterprises, Inc., and R. C. Perdue, Vice President and Manager, First National Bank of Oregon, 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, 1979

Return to
Oregon Water Corp
PO Box 237
K 7

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Oregon Water Corp.
this 13th day of March A. D. 1978, at 2:22 o'clock P.M., and
fully recorded in Vol. M78, of Deeds on Page 4727

OREGON, 1978

Fee \$6.00