mg Page OREGON SINGLE ACKNOWLEDGMENT County Klamath-E. R. No. 1070-161-09026 -K-41669 -EF 2 Same Lot For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, to be paid at the time and in the manner hereinafter set forth. __KENNETH A. MCKENZIE and DESSIE E. MCKENZIE, an estate in fee simple as tenants by the entirety 200 020 e.nez whose address is hereinafter referred to as Grantors, (whether one or more), do hereby grant and convey unto CASCADE NATURAL GAS CORPORATION, its successors and assigns, hereinafter referred to as Grantee, the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter and remove a Cathodic ground bed, for Cathodic Protection purposes and services reasonably necessary in the opinion of the Grantee to use in conjunction with the Grantees Cathodic Protection system, over and through the following described lands, of which Grantors warrant that they are the owners in fee simple, situated in the County of to-witphibles State of OREGON KLAMATH PROPERTY DESCRIPTION: Out Lot 22, Original Town of Crescent, according to the official plat thereof on file in the office of the County Clerk of Klamath County, · Oregon. LEASEMENT COCATION: H The Southeasterly 10 feet of the above described property. I LEVINEM A STIKATE SE AUEL SASBAR V CONTE VE Bress an output of a second former to be an of the second of the second of the second state of the second boltonuse river and the setue of the term and the term and the term 18 vi <u>E na statu Na Na Nicel (12017).</u> To atatu uni tatuna ni Sildut Vret A together with 9 24 , Range the right of ingress and egress to and from said Cathodic Protection system for the purposes aforesaid; hereby releasing and waiving, as to Grantee, all rights under and by virtue of the homestead exemption laws of said state. Grantors shall have the right to use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct or to permit to be built, created or constructed any obstruction, building, engineering works or other structures over or that would interfere with said ground bed or Grantee's rights hereunder. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, timber, fences or buildings of said Grantors from the exercise of the rights herein granted; said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantors, their successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive. 83134 It is agreed that the obligation of Grantee to make any payment hereunder shall be satisfied by delivery of such 1.3 (1)544 demudican payment to any of the Grantors for the benefit of all Grantors. Any ground bed constructed by Grantee across lands under cultivation shall, at the time of construction thereof, 2 Man pox -be buried to such depth as will not interfere with such cultivation. The Grantee shall have the right to assign this grant in whole or in part including, without limitation, the right James of assignment under any presently outstanding or future mortgage or mortgages given to secure any bonds or other bona fide \bigcirc indebtedness of the Grantee. Ð It is agreed that this grant covers all the agreements between the parties hereto and that no representations or **H**A App: App: eout1 statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement. The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, 1 102 -1 administrators, personal representatives, successors and assigns of the parties hereto. TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns until such first ground bed be constructed and so long thereafter as a ground bed is maintained thereon. IN WITNESS whereof the Grantors herein have executed this conveyance this 25th day of 19 89 Line and the tensor b on the star is an is the the arrest described in the internation of - in. and give action to one that they executed and signed the tame as their busiendre niemelt uzzuf essoll KENNETH A. MCKENZIE bonted off with the in pade to be pships, Michaelana and DESSIE E.

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