

'92 DEC 31 AM 10 47

55898

EASEMENT FOR WATER USAGE

DATED: Dec 17, 1992

IN CONSIDERATION of the sum of \$ 1.00, Durward L. Boyles (Grantor) and owner of real property described in Exhibit "A" which is attached hereto and incorporated by reference herein, conveys to Durward L. Boyles, (Grantee) his heirs, successors and assigns the right to joint use of the water, well, pump, pump house, electrical service to the pump, pipeline and easement for the pump, pipeline, pump house, electrical service as granted to the property described in Exhibit "A" attached hereto and made a part hereof as set forth in the Grant of Easement recorded in document number 3375 Volume 213, Page 157 of the real property records of Klamath County, Oregon, and conveys a perpetual easement to install at the sole and exclusive expense of Grantee necessary underground piping, pumping system and associated and necessary related structures for the purpose of transporting underground domestic and commercial water from and across the real property of Grantor as set forth in Exhibit "A" subject to the terms and conditions as are set forth herein.

The description of the 20 foot wide strip of land for which the easement applies shall be described as commencing with the true point of beginning of the property set forth in Exhibit "A" as follows:

From the true point of beginning 90 feet in a northwesterly direction along the right of way line of Oregon State Highway 58 to a point which is the true point of beginning of the easement granted herein; then at a generally right angle from said point in a generally northeasterly direction along the east boundary of an existing Mid-state powerline easement for a distance of 250 feet more or less to the point where the eastern boundary of said powerline easement meets the north boundary of said property which point is approximately 99 feet measured along the north boundary from the northeast corner of said property; thence at a right angle and in a generally northwesterly direction for a distance of 20 feet; thence at a right angle parallel to and 20 feet west of the east boundary of said Mid-state powerline easement for a distance of approximately 230 feet; thence at approximately a right angle in a generally northwesterly direction, parallel to and 20 feet from the right of way line of Oregon State Highway 58 for a distance of 90 feet to a point; thence at a right angle from said point in a generally southwesterly direction for a distance of 20 feet to the right of way line of Oregon State Highway 58; thence in a generally southeasterly direction along the right of way line

Return: Durward L. Boyles
3405 Baldy View Ln
Springfield, Or. 97477

55.00

of Oregon State Highway 58 to the true point of beginning of the easement granted herein.

The terms of this easement are as follows:

1. Grantee, his agents and independent contractors may enter upon the easement strip only for the purposes of inspecting, constructing, maintaining and repairing any underground domestic or commercial water system and/or other utilities as may be installed in the easement by Grantee at Grantee's sole expense. Subject to all conditions herein, Grantee shall have the right to use water as is available to the property described in Exhibit A which is granted in that certain easement which was recorded as document number 3375, Volume 213, page 157 in the real property records of Klamath County, Oregon.
2. Grantee agrees that any water transport system, or other utility system, constructed within the easement, shall not interfere with any lawful use of the premises by Grantor or his successors or assigns.
3. Grantee agrees that the amount of water as shall be used by Grantee, his successors or assigns shall not exceed one gallon per minute during the hours of 7:00 a.m. to 10:00 p.m.
4. Grantee further agrees that Grantee shall permit no greater usage of water from said easement for any other parcel of real property than shall be permitted by the Oregon State Water Master for Klamath County, Oregon, or other applicable state law.
5. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement strip or the easement created herein. Grantee assumes all risk arising out of the use by the Grantee of the easement strip and the easement granted herein.
6. Grantor provides no warranty whatsoever regarding the amount, quality, potability or other characteristics of any water as may be available to Grantee through said easement.
7. Grantor reserves the right to extend similar easements to other real property, in addition to the easement contained herein.
8. This easement shall be perpetual. This easement is granted subject to all prior easements or encumbrances of record.

31179

IN WITNESS WHEREOF the parties have caused this instrument to be executed the day and year first written.

GRANTOR

GRANTEE

Durward L. Boyles
Durward L. Boyles

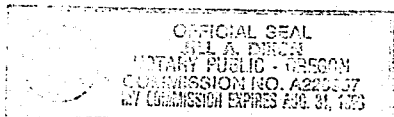
Durward L. Boyles
Durward L. Boyles

STATE OF OREGON)

County of Lane) ss.

Personally appeared the above named Grantor Durward L. Boyles and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:



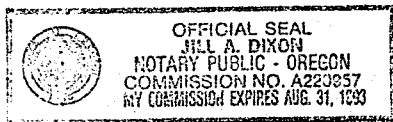
Jill A. Dixon
Notary Public for Oregon
My commission expires: 8-31-93

STATE OF OREGON)

County of Lane) ss.

Personally appeared the above named Grantee Durward L. Boyles and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:



Jill A. Dixon
Notary Public for Oregon
My commission expires: 8-31-93

DESCRIPTION OF PROPERTY

The following described real property situated in Klamath County, Oregon:

PARCEL 1:

A rectangular portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, Township 24 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Commencing at a point where the North-South center line of said Section 17 intersects the Northeasterly line of the highway right-of-way of Oregon State Highway 58; thence along said Northeasterly line of said right-of-way in a generally Northwesterly direction, a distance of 650 feet to a point which is the true point of beginning; thence at right angles to said highway right-of-way line in a generally Northeasterly direction 250 feet to a point; thence at right angles to said last course and in a generally Northwesterly direction a distance of 300 feet to a point; thence at right angles to said last course, and in a generally Southwesterly direction 250 feet, more or less, to the said Northeasterly right-of-way line of said Oregon State Highway 58; thence along said Northeasterly line of said right-of-way in a generally Southeasterly direction, a distance of 300 feet, more or less, to the point of beginning.

GRANT OF EASEMENT.

33785

Ord 213 P 157

THIS INDENTURE WITNESSETH that Anna Fogeding, a Widow, who shall be hereinafter called the First Party, and John B. Amuchastegui and Etta Marie Amuchastegui, husband and wife, and John L. Stonestreet and Bertha L. Stonestreet, husband and wife, who shall be hereinafter called the Second Party, have entered into the following agreement and grant:

WHEREAS the second party is the owner in fee simple of the following described lands situated in Klamath County, Oregon, to-wit:

A rectangular portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 24 S., R. 7 E., W. 4 N., more particularly described as follows:

Commencing at a point where the north-south center line of said Section 17 intersects the northeasterly line of the highway right of way of Oregon State Highway 58; thence along said northeasterly line of said right of way in a generally north-westerly direction a distance of 650 feet to a point which is the true point of beginning; thence at right angles to said highway right of way and in a generally northeasterly direction 250 feet to a point; thence at right angles to said last course and in a generally northwesterly direction a distance of 300 feet to a point; thence at right angles to said last course and in a generally southwesterly direction a distance of 250 feet, more or less, to the said northeasterly right of way line of said Oregon State Highway 58; thence along said north-easterly line of said right of way in a generally southeasterly direction a distance of 300 feet, more or less, to the point of beginning; and,

WHEREAS the First Party is the owner of all of that portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 17, Township 24 S., R. 7 E., W. 4 N., not owned by the second party herein, in fee, and said lands are contiguous, and

WHEREAS there is a drilled well on the above described premises of the first party and a pipeline from said well onto the lands of the second party described herein, and the second party has on said lands owned by them buildings, private and commercial,

Now, therefore, in consideration of one dollar and other valuable consideration received by the first party, the first party does hereby grant, bargain, sell and convey to the second party, their heirs and assigns and as appurtenant to the said lands of the second party and every part thereof an easement upon the above described lands of the first party as follows:

The right to build, operate and maintain upon the premises of the first party above described, a pump-in system, pipe lines and a pressure system and in

the manner and location as shown in use for
said purposes and with the right to repair and
to replace the same, and to use and have the use
of the water of such well to be used on the said
lands of the second party for domestic and commer-
cial use, not including agriculture.

Reserving however to the first party the right to connect a line
of pipe with the said pipe lines of the second party and to use
the said line and pressure of the said lines so operated for
the purpose of supplying water to the said premises of the first
party for the purpose of domestic use only and in connection with
the dwelling now existing on the premises, that is to say
it is to be restricted to one dwelling, and to be used in such a
manner and extent as not to impair the pressure and delivery
of water in said lines to the lands of the second party.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 26th day of September, 1947.

Arman C. Freyding


STATE OF OREGON

COUNTY OF DESCHUTES ss.

BE IT REMEMBERED, That on this 26th day of September, 1947,
before me a Notary Public, in and for said county and state,

personally appeared the within named ANNA FOEDEDIEG, a widow,
who is known to me to be the identical individual described in
and who executed the within instrument and acknowledged to me
that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal the day and year last above written.

 Notary Public for Oregon, my commission expires Oct. 4, 1948.

STATE OF OREGON, COUNTY OF ALAMOGUE, ss.

Filed for record at request of *J. B. Connelley*
this 30th day of Oct. A.D. 1947 at 3:36 P.M.
and recorded in Vol. 363, of *Records* on Page 157.

CHAS. F. DELAP, COUNTY CLERK

120 *James M. ...* Deputy

88118

31183

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 31st day
of Dec. A.D., 19 92 at 10:47 o'clock A M., and duly recorded in Vol. M92,
of _____ Deeds _____ on Page 31177.

Evelyn Biehn . County Clerk

By Orville Muelendare

FEE \$55.00