

30247

KNOW ALL MEN BY THESE PRESENTS, That H. D. MORELAND and GERTRUDE MORELAND, his wife, hereinafter called grantors, in consideration of the sum of Ten Dollars, and other valuable considerations, to them paid by the CITY OF CORVALLIS, a municipal corporation of the State of Oregon, hereinafter called grantee, do hereby grant unto the grantee, its successors and assigns, an easement and right of way over, through and across the land hereinafter described, situated in Benton County, Oregon, in and upon which to lay, construct, maintain and operate water pipe lines for the transportation of water, the said easement and right of way to be in and upon a strip of land ten (10) feet in width along the line of the survey for a water pipe line made by the Water Commission of said City of Corvallis, as now located and staked out (being five (5) feet on each side of the center line of said survey) over the following described premises, to-wit:

Beginning at a point in the center of the County Road leading from the North terminus of "C" Street in the City of Philomath, to Corvallis, through the donation land claim of Wayman St. Clair and Mahala St. Clair, his wife, it being Claim #47 in Sections 1, 2, 11 and 12, T. 12 S., R. 6 W. of the Will. Mer., in Benton County, Oregon, said point being 38 rods 2 1/2 feet North of the center and North terminus of said "C" Street in the City of Philomath, thence North along the center of said County Road 57-3/5 rods, thence East 50 rods, thence South 57-3/5 rods, thence West 50 rods to the place of beginning, containing 18 acres, more or less, in Section 12, T. 12 S., R. 6 West in Benton County, Oregon;

the said center line of said survey being described as follows, to-wit:

Beginning at a point on the north line of the above described property approximately 150 feet west of the northeast corner thereof, and running thence south 55° 55' west approximately 838 feet to the west line of said property.

The said grantors hereby granting to the said grantee, its successors and assigns, the full and free right and authority to enter into and upon said premises for the purpose of constructing, maintaining, operating and replacing water pipe lines on said ten (10) foot strip of land above described, together with the right of ingress and egress to and from said strip of land at reasonable and necessary times for said purposes.

In addition thereto, and for said consideration, the said grantors do hereby grant unto said grantee, its successors and assigns, the right to use during the construction of such water pipe lines a strip of land fifty (50) feet in width along the line of said survey, that is, twenty-five (25) feet on each side of the center line above described, for use by grantee as convenient and required by grantee during the construction of such pipe lines.

TO HAVE AND TO HOLD the same unto the City of Corvallis, a municipal corporation of the State of Oregon, its successors and assigns, forever.

This grant is made upon the condition that said strip of land above described shall be used by the grantee for the purposes aforesaid. It is understood that grantee shall have the right to remove therefrom and destroy any or all timber or other natural growth, but that upon completion of construction the ground surface shall be left in a condition substantially the same as it now exists; that grantors, their heirs, successors and assigns in interest in the above described premises, shall at all times have the right to cultivate, till, pasture and exercise possession over the said strip of land, provided always that such use and possession shall not in any manner interfere with, hinder or delay grantee in the enjoyment of the rights above granted; that grantee shall not erect any fences on said premises or maintain any structure above the surface of the ground that will interfere with the use or cultivation of the land, and that the surface of said strip of land shall be maintained in

as nearly its present condition as to evenness as is reasonably possible, consistent with the enjoyment of the rights hereby granted; that such pipe lines will be laid at such depth as to permit normal use of said ground after the completion of construction; that during construction periods the grantee will maintain temporary gates in fences to permit access to said strip of ground, and that upon completion of construction work grantee will restore said fences as nearly as possible to their former condition; that if grantors so request they may claim and take any timber out from said strip of ground, but in the event of such claim said timber must be removed by grantors without delay after the cutting thereof; that grantees shall be liable to grantors, their heirs, successors and assigns, for any damage that may actually be suffered by them, or either of them, by reason of injury to crops on the above described premises as a result of overflow from breaks that may occur in said pipe lines, or from going upon said premises under the rights and easements above granted.

IN WITNESS WHEREOF, We, the grantors above named, hereunto set our hands and seals this 2 day of June, 1939.

H. D. Moreland (Seal)

Gertrude Moreland (Seal)

STATE OF OREGON, }
County of Benton } ss.

BE IT REMEMBERED, That on this 1st day of Sept., 1939, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named H. D. Moreland and Gertrude Moreland, his wife, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

(Notarial Seal)

Elmer Patrick
Notary Public for Oregon.
My commission expires:
July 11th 1943.

Received for record and recorded
October 20, 1939 at 8:42 o'clock A.M.

A. J. Moore, COUNTY CLERK
By E. Wamberg Deputy

30248

KNOW ALL MEN BY THESE PRESENTS, That FLOSSIE B. OVERMAN, unmarried, hereinafter called grantor, in consideration of the sum of Ten Dollars, and other valuable considerations, to her paid by the CITY OF CORVALLIS, a municipal corporation of the State of Oregon, hereinafter called grantees, does hereby grant unto the grantees, its successors and assigns, an easement and right of way over, through and across the land hereinafter described, situated in Benton County, Oregon, in and upon which to lay, construct, maintain and operate water pipe lines for the transportation of water, the said easement and right of way to be in and upon a strip of land ten (10) feet in width along the line of the survey for a water pipe line made by the Water Commission of said City of Corvallis, as now located and staked out (being five (5) feet on each side of the center line of said survey) over the following described premises, to-wit:

IN WITNESS WHEREOF, We have hereunto set our hands and seals, this 6th day of February 1922.

In the Presence of:
Lilla O. McCoy
A. L. Stevenson

Lulu Grandall (SEAL) -
C. L. Grandall (SEAL) -

STATE OF OREGON,)

County of Benton.)

THIS CERTIFIES, That on this 6th day of February, 1922, before me personally appeared the within named LULU GRANDALL and C. L. GRANDALL, her husband who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein set forth.

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

(SEAL)

Received for record and recorded
February 9th, 1922 at 1.00 P.M.

Lilla O. McCoy
Notary Public for Oregon.
My commission expires December 21st, 1922.

May Stoddard
County Recorder.

KNOW ALL MEN BY THESE PRESENTS, That E. P. Koberstein and Anna Koberstein, his wife, in consideration of the sum of One Hundred Twenty five dollars, to them paid by the City of Corvallis, Benton County, State of Oregon, do hereby grant, bargain, sell, and convey unto the City of Corvallis, a strip of land ten feet in width along the line of the survey for water pipe line made by the Water Commission of the City of Corvallis as now located and staked out (being five feet on each side of the center line of said survey) over the following described premises, to-wit:

Beginning at a point in the center of the County Road leading from the North terminus of "C" Street in the City of Philomath, to Corvallis, through the donation land claim of Wayman St. Clair and Mahala St. Clair, his wife, it being Claim #47 in Sections 1, 2, 11 and 12, T. 12 S. R. 6 W. of the Will. Mar. in Benton County, Oregon, said point being 36 rods 2 1/2 feet North of the center and North terminus of said "C" Street in the City of Philomath, thence North along the center of said County Road 57-3/4 rods, thence East 50 rods, thence South fifty-seven and three fifths rods, thence West 50 rods to the place of beginning, containing 18 acres, more or less in Section 12, T. 12 S. R. 6 West in Benton County, Oregon. For the purpose of constructing, maintaining, and operating a water pipe line on said strip of land; together with the right of ingress and egress to and from said strip of land at reasonable and necessary times: To have and to Hold, the same unto the said City of Corvallis, its successors and assigns forever. This conveyance is made upon the condition that the said strip of land shall be used by said grantee for the purposes aforesaid; and if at any time it shall cease to be so continuously used, then and in such event said strip of land shall revert to the then owners of the above described lands, thirty days after said lapse occurs; It is understood that said grantors, their heirs and assigns shall and may have the right to cultivate, till, pasture and exercise possession over, the said strip of land, provided always that such use and possession by said grantors does not in any manner interfere with, hinder or delay the said grantee in the use of said premises hereby conveyed. It is further understood that the said grantee shall be liable to said grantor, their heirs and assigns, for any damage that may be actually suffered by said grantor, their heirs or assigns, by reason of injury to crops on the above described premises as a result of overflow from breaks that may occur in said pipe line or going upon said premises to repair said pipe line; that the surface of said strip of land shall be maintained in as nearly its present condition as to evenness as is reasonably possible

to be kept, consistent with the use for which the same is hereby conveyed.

In witness whereof we have hereunto set our hands and seals this 6th day of Aug.

1921.

In presence of
C. W. Davis

E. R. Koberstein
Anna Koberstein

(SEAL)
(SEAL)

STATE OF OREGON)

County of Benton.)

BE IT REMEMBERED, That on this 6th day of AUG. A. D. 1921 before

me, the undersigned, a notary public in and for said County and State, personally appeared the within named E. R. Koberstein and Anna Koberstein, his wife, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

(SEAL)
Received for record and recorded
February 9th, 1922 at 1.10 P.M.

C. W. Davis
Notary Public for Oregon.
My commission expires Nov. 16-1924.

Mary Steward
County Recorder

Know all men by these Presents, That J. L. Henkle and Susie Henkle, his wife, in consideration of the sum of One hundred twenty five dollars (\$125.00), to them paid by the City of Corvallis, Benton County, State of Oregon, do hereby grant, bargain, sell, and convey unto the City of Corvallis, a strip of land ten feet in width along the line of the survey for water pipe line made by the Water Commission of the City of Corvallis as now located and staked out (being five feet on each side of the center line of said survey) over the following described premises, to-wit:

Beginning at the $\frac{1}{2}$ post between Sections 20 and 29, T. 12 S. R. 6 W., thence S. 53° E. 16.00 chains, thence S. 36° W. 4.27 chains, thence S. 76° E. 4.75 chains to center of Philomath-Alsea Road, thence N. 21° E. along center of said road 16.19 chains to North boundary of Sec. 29, thence west along said North boundary to place of beginning. Also, the S. $\frac{1}{2}$ of S. E. $\frac{1}{2}$ of Sec 20, T. 12 S. R. 6 W. Will. Mer., in Benton County, Oregon. Excepting therefrom the following: Beginning at a $\frac{1}{4}$ " pipe which is 2.91 chains South and 3.862 chains East of the quarter section corner between Sections 20 and 29, T. 12 S. R. 6 W. Will. Mer. in Benton County, Oregon, running thence South 53° East 11.164 chains to a post, thence South 34° 02' West 4.170 chains to a $\frac{1}{4}$ " pipe, thence South 75° 37' East thence North 20° 48' East along the center of said road 6.628 chains to a $\frac{1}{4}$ " pipe, thence North 69° 12' West 14.579 chains to the place of beginning, containing 4.50 acres. For the purpose of constructing, maintaining and operating a water pipe line on said strip of land; together with the right of ingress and egress to and from said strip of land at reasonable and necessary times: To have and to Hold, the same unto the said City of Corvallis, Its successors and assigns forever. This conveyance is made upon the condition that the said strip of land shall be used by said grantee for the purposes aforesaid; and if at any time it shall cease to be so continuously used, then and in such event said strip of land shall revert to the then owners of the above described lands, thirty days after said lapse occurs; It is Understood that said grantors, their heirs and assigns shall and may have the right to cultivate, till pasture and exercise possession over the said strip of land, provided always that such use and possession by said grantors does not in any manner interfere with, hinder or delay the said grantee in the use of said premises hereby conveyed. It is further understood that the said grantee shall be liable to said grantor, their heirs and assigns, for any damage that may be actually suffered by said grantor, their heirs or assigns, by reason of injury to crops on the