

E A S E M E N T   A G R E E M E N T .

THIS AGREEMENT, Made and entered into this 4th day of December, 1935, by and between Park Place Water District, a municipal corporation, duly formed and existing under and by virtue of the laws of the State of Oregon, party of the first part and C. R. Livesay and Mary L. Livesay, parties of the second part, WITNESSETH:

That for and in consideration of the rights and appurtenances herein granted by the party of the first part to the parties of the second part the parties of the second part do hereby grant, bargain and sell unto the party of the first part an easement and right to lay and maintain a pipe line in and over a strip of land 5 feet in width, the center line of which is described as follows, to-wit:

Beginning at an iron pipe marking the southwest corner of the C.R. Livesay property in the George Abernethy donation land claim in Section 28, Township Two (2) South of Range Two (2) East of the Willamette Meridian in Clackamas County, Oregon, said iron pipe being in the center line of the Livesay road; thence East along the center line of said Livesay road 596.2 feet; thence north to the north line of said road for the true beginning point; thence north 42° 07' West 570.8 feet; thence north 62° 24' west 234.7 feet more or less to the west line of said Livesay property.

It is understood and agreed that the party of the first part, its officers and employees shall have the right to go upon said strip of land at any time to lay maintain and inspect, repair and/ or look after said pipe line but they are to do the same in such a manner as not to interfere with any crops which may be planted thereon by the parties of the second part, or their successors or assigns any more than is reasonably necessary.

The parties of the second part for themselves, their successors and assigns reserve the right to plant, cultivate and crop the said strip of land sofar as the same does not interfere in any manner with the party of the first part's said easement. It is understood and agreed that the party of the first part, its officers and employees, and its successors and assigns shall not be held liable to the parties of the second part, their successors and assigns, for destruction of any crop which may be caused by the party of the first part, its successors and assigns, officers or employees, going upon said strip of land to lay, maintain or repair, or inspect said pipe line or otherwise enjoy said easement as long as the same is done in a

Whereas, the parties of the second part are the owners of the west half of that certain tract of land described in deed from Lydia Livesay to C.R. Livesay recorded in Book 50 on page 240 deed records of Clackamas County, Oregon, and

Whereas, said tract of land contains ten acres, more or less, and is within the Park Place Water District the party of the first part does hereby grant unto the parties of the second part, their successors and assigns as an appurtenance to said ten acre tract of land the right to tap said pipe line and draw water therefrom for household use up to the amount that is furnished or shall be furnished to the users of water generally from the Park Place Water District under the minimum charge made to said water users. The parties of the second part, their successors and assigns shall have the right to use and take said amount of water from said pipe line as an appurtenance to said ten acre tract without charge by the party of the first part, its successors and assigns, as long as the party of the first part, its successors and assigns, shall maintain a pipe line over said strip of land and keep water flowing through the same for the purposes of supplying water to householders of said water district. Nothing herein contained shall be construed as requiring the party of the first part to furnish more than one household of said ten acre tract with such water supply and in case said ten acre tract shall be divided so that part of the same is owned by different parties it shall be the duty of the parties of the second part, their successors and assigns to designate by the division conveyance as to which portion of said ten acre tract the appurtenance hereby granted shall continue to run.

The parties of the second part, their successors and assigns shall take and use said water under the same rules and regulations which apply generally to users of water from the system which shall be maintained by the party of the first part and if the parties of the second part, their successors and assigns shall fail to comply and live up to such rules and regulations the party of the first part may suspend the furnishing of water under the appurtenance hereby granted until such time as said rules and regulations shall be properly complied with.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written. The party of the first part has executed this

E. R. Livesay  
Mary L. Livesay  
Parties of the Second Part.

STATE OF OREGON,       )  
                                  ss  
County of Clackamas, )

On this 4th day of December, 1935, before me appeared E. L. Pope and Harold Bernier, both to me personally known, who being first duly sworn did say, that he, the said E. L. Pope is the chairman and he, the said Harold Bernier, is the secretary of the Park Place Water District, the within named municipal corporation, and that the said instrument was signed in behalf of said corporation and by authority of its Board of Commissioners and the said Chair - man and Secretary acknowledged said instrument to be the free act and agreement of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first, in this, my certificate written.

Arthur H. Beatty  
Notary Public for Oregon.

STATE OF OREGON,       )  
                                  ss  
County of Clackamas, )

On this 4th day of December, 1935, personally came before me, a Notary Public in and for said county and state the within named C.R. Livesay and Mary L. Livesay his wife, to me personally known to be the identical persons described in and who executed the foregoing conveyance and agreement and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein named.

Witness my hand and official seal, this, the day and year in this certificate above written.

WATER Easement  
2-2E-28CA  
TL 400,500



CR + Mary Livesay

12/4/35

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