

KNOW ALL MEN BY THESE PRESENTS, that Randy & Kathy High, grantor(s), in consideration of the sum of *****One DOLLAR (\$ 1.00), receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the CITY OF KLAMATH FALLS, OREGON, grantee, a permanent non-exclusive easement for the purpose of installing, inspecting, repairing, maintaining, altering and operating a City water line and all necessary appurtenances in, into, upon, over, across and under a strip of land described as follows:

A strip of land 16 feet in width located in the Southeast Quarter of the Southeast Quarter of Section 10, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon. The centerline of said easement is described as follows:

Beginning at a point from which the Initial Point of Mazama Gardens Subdivision, marked by a 2" pipe bears S 00-05-44 E a distance of 341.62 feet (bearings based on the North line of said subdivision), said point being marked by an existing water valve; thence S 89-47-50 W a distance of 265.51 feet; thence N 42-14-04 W a distance of 42.67 feet; thence S 89-51-46 W a distance of 900.06 feet; thence S 45-46-43 W a distance of 52.36 feet; thence S 89-28-17 W a distance of 61.62 feet more or less to the easterly right of way line of the U.S.B.R. C-1 Drain, said centerline there terminating. The sidelines of said easement are to be shortened or elongated to meet the right of way line of said C-1 Drain.

together with the right of ingress and egress over grantor(s)' adjoining lands for the purposes of this easement.

Grantor(s) shall not erect any buildings within the easement area which would inhibit access to said City water line or cause damage to it. Grantor(s) retain(s) the right to utilize the easement area for roadways, driveways, parking lot and/or landscaping. provided trees which would interfere with the water line are not planted.

The City, its successors or assigns, shall not be liable to grantor(s) for damage to the above-described premises occurring incidental to the proper use of this easement. Provided, however, in the event of damage to premises outside of and adjacent to the above-described parcel(s) caused by the City, its successors and assigns, the party causing such damage shall repair same and place said premises in as good condition as they were immediately prior to such damage.

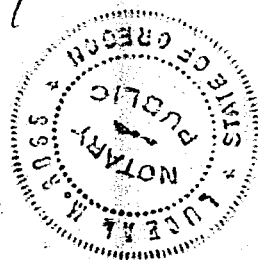
This document shall be binding upon all subsequent purchases or the above-described parcel(s), the City, and the heirs, successors and assigns, of both.

IN WITNESS WHEREOF, I have hereunto set my hand this 6/28 day of

June, 19 91

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above named Randy High and acknowledged the foregoing instrument to be their/his/her voluntary act and deed.



Before Me: Lucile M. Rose
Notary Public for Oregon

STATE OF OREGON: COUNTY OF KLAMATH: ss. My Commission Expires: 10-23-92

Filed for record at request of Randy Scott the 27th day of June A.D., 19 91 at 3:39 o'clock P.M., and duly recorded in Vol. M91 of Deeds on Page 12349

FEE \$8.00

Return: Lisa Fritz, City Recorder
500 Klamath Ave., Klamath Falls, Or. 97601

By Evelyn Biehn County Clerk
By Quelene Muelendore