

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that JOHN F. NOWASKI and KATHRYN E. NOWASKI, grantors, in consideration of the grantee relocating grantor's water meter service to a location selected by grantors, 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 20.00 foot wide easement for the purpose of construction, operation and maintenance of a buried water line located in portions of Lots 10, 9 and 8 of Resubdivision of Tracts 25 to 32, inclusive, Altamont Ranch Tracts in Section 15, T.39S., R.9E., W.M., Klamath County, Oregon, the centerline of said easement being described as follows: Beginning at a point on the westerly boundary of that parcel of land described in Deed Vol. M81, Page 10544, Klamath County Deed Records, said point being 135.00 feet distant at right angles from the centerline of the Burlington Northern Railroad; thence parallel with said railroad centerline N48°03'45"W 28 feet, more or less, to a point from which a 5/8" iron pin marking the intersection of the easterly line of said Lot 10 and the northeasterly right-of-way line of the Burlington Northern Railroad bears S3°03'45"E 14.14 feet and S48°03'45"E 704.12 feet; thence N3°03'45"W 135.34 feet; thence N48°03'45"W 51.73 feet; thence N5°02'52"W 78 feet, more or less, to the North boundary of Tract "D" as described in Deed Vol. M77, Page 15156, Klamath County Deed Records.

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.

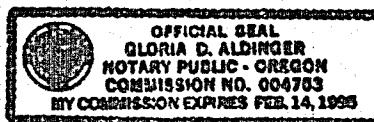
The City, its successors or assigns, shall not be liable to grantor(s) for damage to the above-described premises occurring incidental to the proper use of this easement. Provided, however, in the event of damage to premises outside of and adjacent to the above-described parcel(s) caused by the City, 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 17th day of February, 1994.

John F. Nowaski Kathryn E. Nowaski
 STATE OF OREGON } ss
 County of Klamath

Personally appeared the above named John F. Nowaski and Kathryn E. Nowaski, and acknowledged the foregoing instrument to be their voluntary act and deed.



Before Me: Gloria D. Aldinger
 Notary Public for Oregon
 My Commission Expires: Feb. 14, 1995

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of City of Mullendore the 14th day of March A.D., 19 94 at 10:17 o'clock A.M., and duly recorded in Vol. M94 of Deeds on Page 7694.

FEE \$30.00

Return: City of Klamath, P.O. Box 237
 Klamath Falls, Or. 97601

Evelyn Biehn, County Clerk
 By Pauline Mullendore