

## EASEMENT FOR WATER LINE

Arlie Mae Johnson, a individual, does hereby grant, bargain, and convey to the City of Malin, Oregon, an Oregon Municipal Corporation, a perpetual easement for the installation, replacement, and repair of and maintenance of a water line, to be installed below the surface of the ground, together with rights of access thereto for the purposes stated, on, in and along the following described parcel of land:

A parcel of land located in the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 15 and the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 16, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the west line of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of said Section 15, said point being South 00°06'30" West 1333.95 feet from the northwest corner of said Section 15; thence South 67°13'20" West 15.29 feet to the south line of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 16; thence South 89°46'00" East 14.09 feet along said south line to the north 1/16 corner common to said Sections 15 and 16; thence South 89°46'00" East 41.84 feet along the south line of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  corner of said Section 15 to a point on the southerly extension of the westerly right of way line of Cottontail Drive; thence North 00°14'00" East 23.75 feet along said southerly extension; thence South 67°13'20" West 45.47 feet to the Point of Beginning, containing 664 square feet, more or less, with bearings based on Tract 1137 - Meadowglen, according to the official plat thereof.

Together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of this easement.

IT IS EXPRESSLY UNDERSTOOD that this easement does not convey the right, title or interest to the surface of the soil, but only the reasonable use thereof, for the purposes here and above stated, not any other rights except those expressly stated in this easement, nor to prevent the Grantors from the full use of the area for purposes not inconsistent with the easement.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

Archie Mac Johnson by Power of Attorney

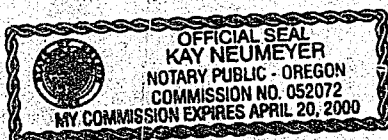
First Party

STATE OF OREGON )

County of Klamath )

This instrument was acknowledged before  
me on September 15, 1999, by  
Van Johnson, as  
Power of Attorney, of  
Archie Mac Johnson.

Kay Neumeier  
Notary Public for Oregon  
My Commission expires:  
April 20, 2000



J. L. Neumeier

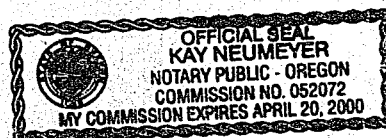
Second Party

STATE OF OREGON )

County of Klamath )

This instrument was acknowledge before  
me on October 11, 1999, by  
Jeffrey Williams, as  
Mayor, of  
Madras, Oregon

Kay Neumeier OC  
Notary Public for Oregon  
My Commission expires: April 20, 2000



State of Oregon, County of Klamath  
Recorded 11/10/99, at 11:43a.m.  
In Vol. M99 Page 44908  
Linda Smith,  
County Clerk Fee \$ 15.00