

## EASEMENT

THIS AGREEMENT, the effective date of which is the 25<sup>th</sup> of January, 2005, between CARROL "JOE" SCRONCE AND BETTY L. SCRONCE, herein referred to as "Grantors", and CITY OF MERRILL, hereinafter referred to as "Grantee".

## RECITALS

1. WHEREAS, Grantors own the real property, legal description of: Parcel 2 of Land Partition 37-97 being a portion of Lots 4 and 5 of Tract 1142- BURKE PLACE, situated in the NE 1/4 NE 1/4 of Section 11, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, as further described in the Warranty Deed recorded in Klamath County Deed Records Vol. M97 Page 39859, incorporated herein by this reference as fully set forth, hereinafter referred to as "Grantors' parcel", and
2. WHEREAS, Grantors wish to convey their ownership interest in certain personal property hereinafter referred to as the "Sewer Pump System" located upon Grantors' parcel, and as Grantors recognize that Grantee must be able to access the Sewer Pump System for routine maintenance, inspection and repair, Grantors hereby convey to Grantee an easement which shall burden Grantors parcel as further described herein.

## GRANT OF EASEMENT

3. In consideration of \$1.00 and other valuable consideration hereby paid to Grantors, the Grantors hereby grant a non-exclusive easement across Grantors' property for the benefit of the Grantee. The easement is 16 feet in width, and runs along the entire west length and burdening parcel 2 of land partition 37-97, such location being approximately 117 feet south of Water Street, continuing 100 feet south to the southern boundary of parcel 2, in the City of Merrill, County of Klamath, State of Oregon. Said easement shall be for ingress and egress, for routine maintenance, inspection and repair of the Sewer Pump System

4. This easement is not exclusive to Grantees, Grantors may grant rights that are included in the above described easements to third parties provided that such grants do not interfere with Grantee's permitted uses as stated herein. Grantees may not use this property for any illegal purpose, or for any use prohibited by state, federal or local laws, ordinances and regulations.

5. All expenses, construction, maintenance, repair and replacement of said easement or facilities shall be the responsibility of Grantees.

6. It is recognized that Grantors may use the easement to the benefit of Grantor's parcel adjoining the easement.

7. This easement shall run with the land. It is recognized that said easements burdens Grantor's parcel and that the benefit for ingress and egress shall be to Grantees'.

OC: Del Parks

Easement  
Joe and Betty Scronce  
Parcel 2  
January 25, 2005

8. It suit or action is instituted to enforce any of the provisions of this Agreement, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof. This agreement was drafted at the direction of the parties by Matthew Parks, attorney who represents Grantee;

Grantors have had opportunity to obtain separate legal counsel. This document shall not be construed for or against either party by reason of said attorney drafting this document.

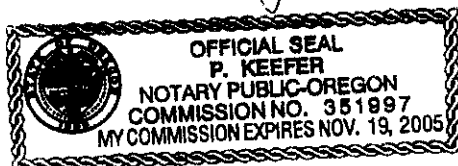
IN WITNESS WHEREOF, the Parties hereto have set their hands on the date first above written.

*Samantha Meadows*  
City Recorder / Secretary

*Carrol J. Scronce*  
Carrol J. Scronce  
*Betty L. Scronce*  
Betty L. Scronce

STATE OF OREGON           )  
  ) ss.  
County of Klamath        )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2005, by Carrol J. Scronce.



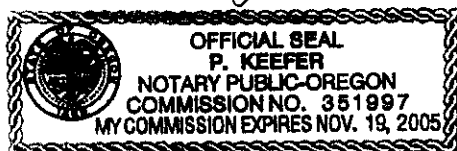
*P. KEEFER*  
Notary Public for Oregon

My Commission Expires: Nov. 19, 2005

State of Oregon, County of Klamath  
Recorded 03/11/2005 3:45 p m  
Vol M05 Pg 16516-17  
Linda Smith, County Clerk  
Fee \$ 26<sup>00</sup> # of Pgs 2

STATE OF OREGON           )  
  ) ss.  
County of Klamath        )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2005, by Betty L. Scronce.



*P. KEEFER*  
Notary Public for Oregon

My Commission Expires: Nov. 19, 2005