

EASEMENT

THIS AGREEMENT, the effective date of which is the 11th day of February, 2005, between BARRY L. ASCHOFF, herein referred to as "Grantor", and CITY OF MERRILL, hereinafter referred to as "Grantee".

RECITALS

1. WHEREAS, Grantor owns the real property, legal description of: Parcel 1 of Land Partition 56-97 being 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 the Klamath County Deed Records Vol. M03 Page 45835, incorporated herein by this reference as fully set forth, hereinafter referred to as "Grantor's parcel", and
2. WHEREAS, Grantees have or hereafter obtain an ownership interest in certain personal property located upon 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, hereinafter referred to as the "Sewer Pump System" and where as Grantor recognizes Grantee's requirement to have access for routine maintenance, inspection and repair of the Sewer Pump System, the Grantor does hereafter grant 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 Grantor, the Grantor hereby grants a non-exclusive easement across Grantor's property for the benefit of the Grantee. The easement is 20 feet in width, encumbering parcel 1 of land partition 56-97, such location fronting Water Street in the City of Merrill, County of Klamath, State of Oregon. Said easement runs the full length of western boundary of said parcel, at the southern most boundary, easement runs east to eastern boundary of said parcel. Said easement shall be for ingress and egress, for routine maintenance, inspection and repair of Sewer Pump System located upon parcel 2 of land partition 37-97.

4. This easement is not exclusive to Grantees; Grantor 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 Grantor may use the easement to the benefit of Grantor's parcel adjoining the easement.

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cc. Del Parks

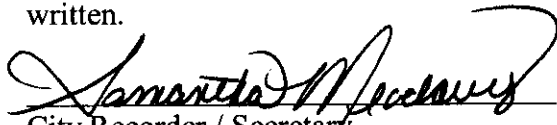
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7. This easement shall run with the land. It is recognized that said easements burdens Grantor's parcel and that the benefit for ingress and egress shall be to Grantees'.

8. If 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.

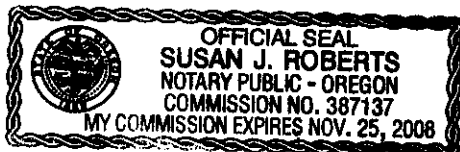

City Recorder / Secretary


Barry L. Aschoff

STATE OF OREGON)
) ss.
County of Klamath)

The foregoing instrument was acknowledged before me this 11th day of February, 2005, by Barry Aschoff.


Notary Public for Oregon
My Commission Expires: 11/25/08



State of Oregon, County of Klamath
Recorded 03/11/2005 3:46 p m
Vol M05 Pg 16520-21
Linda Smith, County Clerk
Fee \$ 26⁰⁰ # of Pgs 2