

E A S E M E N T

THIS AGREEMENT made and entered into this 10th day of August, 1970, by and between KLAMATH FALLS ASSEMBLY OF GOD, a corporation, hereinafter referred to as "Church" and KLAMATH COUNTY, a governmental subdivision of the State of Oregon, hereinafter referred to as "County"

WITNESSETH:

The parties hereto each in consideration of the Agreement herein contained and performance thereof on the part of the other do agree as follows:

FIRST: That the County does hereby grant unto the Church an easement for road purposes over and across the following described property:

A parcel of land lying in Block 10, Dixon Addition No. 2 to Klamath Falls, Oregon, Klamath County, Oregon; the said parcel being that portion of said Block 10, lying Northeast-erly of a line which is parallel to and 75 feet Northeasterly of the located center line of the Klamath Falls-Malin Highway, which center line is described as follows:

Beginning at Engineer's center line station 113+52.3, said station being approximately 20 feet South and 2350 feet West of the Northeast corner of Section 33, Township 38 South, Range 9 East, W.M.; thence on a spiral curve left (the long chord of which bears South 38°11' East) 400 feet; thence on a 2291.83 foot radius curve left (the long chord of which bears South 58°38'30" East) 1370 feet to Engineer's Station 131+22.3. The parcel of land to which this description applies contains 0.07 acre.

Provided, however, there is reserved to the Grantor, and waived by the Grantee, all right of access between the above described real property and the right-of-way of the Klamath Falls-Malin Highway abutting on said parcel, which public highway is further identified as State Highway No. 50. This reservation shall run with the land and shall not be subject to modification, cancellation or destruction by adverse user or estoppel, no matter how long continued. Nothing in this conveyance contained shall be construed as conveying any estate, right, title or interest in and to the public highway right-of-way or any rights of reversion therein or thereto.

SECOND: It is mutually understood and agreed that the Church will maintain said property at their expense and provide a paved portion for

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vehicular travel of not less than ten (10) feet in width.

IN WITNESS HEREIN the parties hereto have caused this Agreement to be executed this 10th day of August, 1970 as below described.

KLAMATH COUNTY BOARD OF COMMISSIONERS

George C. Hitt Chairman of the Board

Swann County Commissioner

Ellen Clark County Commissioner

KLAMATH FALLS ASSEMBLY OF GOD

Floyd F. Hosner President

Richard B. Roberts Secretary-Treasurer

W.B. Gallagher Board Member

Lennie D. Jones Board Member

Paul Sigard Board Member

W.B. Jones Board Member

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 30th day of August A.D., 19 78 at 4:17 o'clock P M., and duly recorded in Vol. 878 of Deeds on Page 19272.

FEE None

WM. D. MILNE, County Clerk

By Bernice J. Helch

Deputy

After recording return to:

GEORGE F. & LUCILLE CRAIN

Rt 1 Box 647
Klamath Falls, Ore.

NAME ADDRESS, ZIP

Until a change is requested all the statements shall be sent to the following address:

GEORGE F. & LUCILLE CRAIN

Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Wm. D. White

Recording Officer