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EASEMENTVol. m94 Page 17133

KNOW ALL MEN BY THESE PRESENTS, that Klamath Falls Assembly of God, an Oregon non-profit corporation, grantor, in consideration of the sum of TWO THOUSAND SEVEN HUNDRED DOLLAR (\$2,700.00), receipt of which is hereby acknowledged, does 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 City utility line(s) and all necessary appurtenances in, into, upon, over, across and under a strip of land described as follows:

A sixteen foot wide easement for the purpose of construction, operation and maintenance of a buried water line and appurtenances, said easement lying parallel with and adjacent to the northerly right-of-way line of the Klamath Falls - Malin Highway (Alameda By-Pass), the centerline of said easement being 88 feet northeasterly from and parallel with the centerline of said Klamath Falls - Malin Highway, said easement running across Blocks 7, 8 and 9 and the vacated portion of Henry Street between Blocks 7 and 8 in Dixon Addition No. 2, Klamath Falls, Oregon in the NE 1/4 of Section 33, T.38S., R.9E., W.M.; together with a temporary ten foot wide construction easement lying parallel and contiguous with the northeasterly boundary of the above described sixteen foot wide easement for use during construction of the water line only.

together with the right of ingress and egress over grantor's adjoining lands for the purposes of this easement.

Grantor shall not erect any buildings within the easement area which would inhibit access to said City utility line(s) or cause damage to it. Grantor retains the right to utilize the easement area for roadways, driveways, parking lot and/or landscaping, provided trees which would interfere with the utility line(s) are not planted.

All asphalt disturbed by City in initial construction of the utility line(s) shall be removed from the site by the City.

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 26 day of May, 1994.

Arthur J. Evans

Linda Sigado, Secretary

STATE OF OREGON
COUNTY OF KLAMATH } ss
CITY OF KLAMATH FALLS }

On the 24 day of May, 1994, personally appeared Arthur Evans and Linda Sigado, who, each being first duly sworn, did say that the former is the President and the latter is the SECRETARY - TREASURER of the Klamath Falls Assembly of God, an Oregon non-profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of said municipal corporation; and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

Lynn A. De Mello
Notary Public for Oregon

STATE OF OREGON, ss
County of Klamath

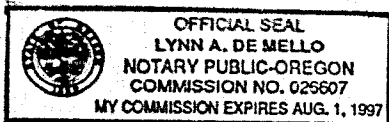
Filed for record at request of:

City of Klamath Falls

on this 31st day of May A.D. 19 94
at 2:23 o'clock P.M. and duly recorded
in Vol. M94 of Deeds Page 17133

Evelyn Biehn County Clerk

By Debra M. Mendenhall
Deputy.



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

Fee \$10.00