

KNOW ALL MEN BY THESE PRESENTS, that Monti's Construction, Inc., grantor, for valuable consideration, receipt of which is hereby acknowledged, do 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 a City sewer line and all necessary appurtenances in, into, upon, over, across and under a strip of land described as follows:

A STRIP OF LAND BEING 16 FEET WIDE AND SITUATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, SAID STRIP OF LAND BEING 8 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing at the northeast corner of property described as identification number 2063 as shown on County Survey 5053 on file in the Klamath County Surveyors Office; thence southerly, along the east property line of said number 2063, 8.00 feet to the true point of beginning; thence S 81°05'31" W, 225.00 feet to the west line of property described as identification number 2081 as shown on said county survey and the end of said 16.00 foot wide easement.

The side lines of said strip to be shortened or lengthened to terminate on the beginning and ending lines as described.

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

Grantor shall not erect any structures, nor plant any trees or shrubs, within the easement area which would inhibit access to said City sewer line or cause damage to it.

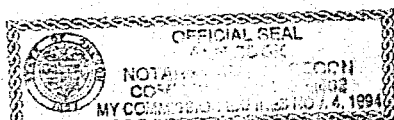
The City, its successors or assigns, shall not be liable to grantor for damage to the above-described premises occurring incidental to the proper use of this easement. Provided, however, in the event of damage to premises outside of and adjacent to the above-described parcel(s) caused by the city, its 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.

IT WITNESS WHEREOF, I have hereunto set My hand this 18th day of August, 1994.

STATE OF OREGON }
County of Klamath } ss.

On the 18th day of August, 1994, personally appeared JAMES MONTI and [Signature], who, each being first duly sworn, did say that the former is the VICE PRESIDENT and the latter is the [Signature] of Monti's Construction, Inc., an Oregon 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 corporation; and each of them acknowledged said instrument to be its voluntary act and deed.



BEFORE ME:

[Signature]
Notary Public for Oregon

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of City of Klamath Falls the 14th day of Sept A.D., 19 94 at 11:58 o'clock A M., and duly recorded in Vol. M94 of Deeds on Page 28950

FEE \$10.00

Return: City Recorder, Box 237
Klamath Falls, Or. 97601

Evelyn Biehn County Clerk

By Gaudine Mullendore

09-14-94A11:58 RCVD