

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Klamath County, an Oregon municipal corporation, Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), 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:

NW¼ of Section 35, T.38S., R.9E., W.M., Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the easterly line of Lot 1, Enterprise Tracts, from which the northeast corner of said Lot 1 bears N00°16'09"E 52.00 feet; thence parallel with the northerly line of Lots 1 and 7, Enterprise Tracts, N89°55'45"W 2670.47 feet to the westerly line of said Lot 7; thence along said westerly line S01°06'19"W 24.00 feet; thence N89°41'50"E 1.67 feet; thence N67°11'49"E 20.56 feet; thence S89°55'45"E 2650.24 feet to the easterly line of said Lot 1; thence N00°16'09"E 16.00 feet to the point of beginning; together with an additional 10.00 foot wide easement for temporary use during water line construction lying parallel to and contiguous with the southerly boundary of the above described easement

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.

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, we have hereunto set our hands this 5/03/1995 day of May

Cliff McMillan III
Chairman, Board of County Commissioners

David H. Hensel
County Commissioner

David Hensel
County Commissioner

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

On the 3rd day of May, 1995, personally appeared Cliff McMillan III, David Hensel and David Hensel, and each being first duly sworn, did say that they are Commissioners of Klamath County, an Oregon municipal corporation, and that the instrument was signed on behalf of said municipal corporation; and each of them acknowledged said instrument to be its voluntary act and deed.



BEFORE ME:

Nancy Lee Bodkin
Notary Public for Oregon

Approved for legal sufficiency:

Reginald Davis
County Counsel

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Klamath
on this 15th day of May A.D. 19 95
at 10:04 o'clock A M. and duly recorded
in Vol. M95 of Deeds Page 12472

Bernetha G Letsch County Clerk

By Lynette Hensley

Deputy.

AFTER RECORDING RETURN TO:
XXXXXXXXXXXX Klamath County Public Works
XXXXXXXXXXXX
XXXXXXXXXXXX

Fee:none