

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the United States Air Force, Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell and convey to the CITY OF KLAMATH FALLS, OREGON, grantee, a permanent non-exclusive easement for a period of twenty-five (25) years from the date hereof 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 STRIP OF LAND BEING 16 FEET WIDE AND SITUATED IN THE SOUTHEAST QUARTER, NORTHWEST QUARTER, OF SECTION 22, TOWNSHIP 39 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 a 5/8" rebar marking the section corner common to Sections 15, 16, 21, 22, said township and range; thence S.42°02'38"E., 3368.38 feet to the west boundary line of the United States Air National Guard property, as shown on County Survey 4361, on file at the Klamath County Surveyors Office, at the painted centerline of Gentile Street, said point being the true point of beginning; thence N.89°56'40"E., along said painted centerline, 388.68 feet to the end of said 16' wide easement. The side lines of said strip to be shortened or lengthened to begin on said west boundary line described above and to terminate at a line perpendicular to the centerline of said 16 foot wide strip.

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

Grantor(s) 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(s) retain(s) 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. Upon termination of this easement the City shall restore the easement premises to current conditions.

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 28th day of September, 1995.

Billy J Cox
Grantor, Commander

STATE OF Oregon } ss.
County of Klamath

On the 28 day of September, 1995, personally appeared Billy J Cox who, being first duly sworn, did say that he is the Grantor, and that the instrument was signed on behalf of the U.S. Air Force; and each of them acknowledged said instrument to be its voluntary act and deed.



BEFORE ME:

Barbara Stephens
Notary Public for Oregon

Return: City of Klamath Falls
STATE OF OREGON: COUNTY OF KLAMATH: ss. P.O. Box 237. Klamath Falls, OR 97601

Filed for record at request of City of Klamath Falls the 6th day of October A.D., 19 95 at 11:02 o'clock A.M. and duly recorded in Vol. M95 of Deeds on Page 27034.

FEE \$30.00

By Annette Mueller
County Clerk