

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Aqua Glass West Grantor, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City of Klamath Falls, an Oregon municipal corporation, Grantee, a permanent non-exclusive easement for the purpose of installing, inspecting, repairing, maintaining, altering and operating a 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 SITUATED IN THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, SAID STRIP BEING SIXTEEN (16) FEET WIDE AND LYING NORTHEASTERLY OF AND CONTIGUOUS WITH THE FOLLOWING DESCRIBED LINE:

Beginning at the southwest corner of Parcel 1 as shown on Land Partition 52-92, recorded in the Klamath County Clerk's Office; thence N. 33°31'17" W, along the southwest property line of said Parcel 1, 215.61 feet to the west property line of said Parcel 1 and the end of said 16 foot wide easement. The northeast line of said strip to be shortened or lengthened to terminate on the west and south property lines of said Parcel 1.

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 utility line(s) 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.

IN WITNESS WHEREOF, I have hereunto set my hand this 22 day of November, 1995.

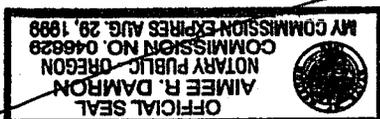
Steve Simon

STATE OF Oregon
COUNTY OF Klamath } ss
CITY OF Klamath Falls

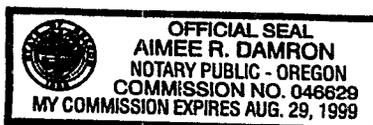
On the 22 day of November, 1995, personally appeared Steve Simon and _____ who, each being first duly sworn, did say that the former is the Vice President/General Manager and the latter is the _____ of Aqua Glass, a _____ corporation, and that the instrument was signed on behalf of said corporation; and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

Aimee R. Damron
Notary Public for Oregon
Commission Expires: 8/29/99

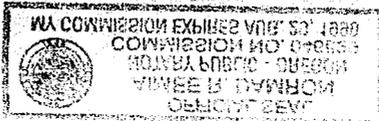


AFTER RECORDING RETURN TO:
City of Klamath Falls
P. O. Box 237
Klamath Falls, OR 97601

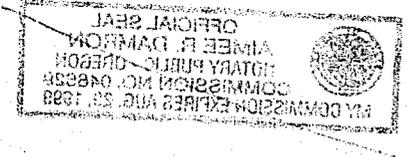


#15 of 100

7/10 02
7/10 02
7/10 02
7/10 02
7/10 02



31980



[Handwritten signature]

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of City of Klamath Falls the 22nd day of November A.D., 19 95 at 10:41 o'clock A M., and duly recorded in Vol. M95 of Deeds on Page 31979.

FEE \$15.00

By Bernetha G. Letsch, County Clerk
Annette Mueller

[Faint, mostly illegible text, likely the body of a deed or legal document.]

[Faint text at the bottom center of the page.]

8100

11-22-95

31980