

**EASEMENT**

MARIA M. EGBERT, Grantor, in consideration of a sewer hook-up fee waiver, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF KLAMATH FALLS, OREGON, Grantee, a permanent nonexclusive easement for the purpose of installing, inspecting, repairing, maintaining, altering and operating City water and sewer lines and all necessary appurtenances in, into, upon, over, across and under a strip of land ("Premises") to the extent owned by Grantor described as follows:

A tract of land situated in the Southeast  $\frac{1}{4}$ , Southwest  $\frac{1}{4}$  of Section 15, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the intersection of the West line of property described in Volume M77, Pages 11674 and 11675 of the Klamath County Deed Records, and the South right-of-way line of the South Klamath Falls State Highway 424 (Rt. 140); thence South  $89^{\circ}06'19''$  East, along said South right-of-way line, 219.97 feet to the East line of property described in said Deed Volume and Pages; thence South  $00^{\circ}07'11''$  West, along said East line, 40.67 feet; thence South  $89^{\circ}44'57''$  West, 220.56 feet to a  $\frac{1}{4}$ " rebar with an aluminum cap stamped City of Klamath Falls and located on the West line of property described in said Deed Volume and Pages; thence North  $00^{\circ}53'01''$  East, along said West line, 45.08 feet to the point of beginning.

together with the right of ingress and egress over Grantor's adjoining lands, but only to the extent absolutely necessary for the purposes of this easement, and Grantee shall minimize to the extent possible any inconvenience or disruption to Grantor from such ingress and egress and shall repair any and all damage caused thereby.

Grantor shall not erect any buildings within the Premises which would inhibit access to said City water line or cause damage to it. Grantor retains the right to utilize the Premises for roadways, driveways, parking lot, landscaping (provided trees which would interfere with the water line are not planted) and/or such other uses as are not inconsistent with this easement.

The City shall repair and replace any areas disturbed in connection with the installation of the sewer or water lines, any repair or maintenance thereof or the operation thereof, and in the event of damage caused thereby, the City shall repair same and place said Premises in as good condition as they were immediately prior to such damage.

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

Grantee shall at all times maintain the Premises in good condition and repair as needed from the construction, repair and maintenance, or operation of the sewer or water lines, or the activities of the Grantee or the Grantee's agents, employees or independent contractors thereon. Grantee assumes all risks arising out of the use of the Premises and Grantor shall have no liability to Grantee, Grantee's agents, Grantee's employees or independent contractors for any condition existing upon the Premises. Grantee shall indemnify and hold Grantor harmless from any liability, loss or expense resulting from any claim for injury to property or person resulting from the condition of the Premises, the construction, repair and maintenance or operation of the sewer or water lines, or the activities of the Grantee or the Grantee's agents, employees or independent contractors thereon. Grantee shall comply with all applicable laws, rules, and regulations in connection with the construction, repair and maintenance and operation of the water or sewer lines, including the obligation to fully clean up any leaks or discharges therefrom, all as required by applicable law.

This easement shall terminate if Grantee does not install the sewer and water lines upon the Premises within twelve (12) months from the date of this easement. This easement shall further terminate if Grantee for any reason discontinues use of such sewer and water lines for a period of more than two months. In the event of termination of this easement, Grantee shall promptly remove all sewer and water lines from the Premises and upon request shall execute a recordable document evidencing such termination.

This easement is granted subject to all existing liens, encumbrances, easements, conditions and restrictions of record or existing upon or against the Premises.

All permanent improvements, including, but not limited to, pipes placed or located by Grantee upon the Premises shall be buried below ground, at a depth sufficiently safe and in accordance with normal practices and customs.

There is an existing fence line located upon the Premises. Grantee shall, at Grantee's expense, as part of the initial construction of the water and sewer lines, relocate the fence to a location satisfactory to Grantor.

Grantee owns a portion of the Premises. Grantee hereby conveys to Grantor, her successors and assigns, a nonexclusive perpetual easement to use that portion of the Premises owned by Grantee for the purpose of ingress and egress to and from Grantor's property (as described on the attached Exhibit A). This access easement is appurtenant to the real property described in the attached Exhibit A and any adjoining property which Grantor may hereafter acquire. Grantor may, in connection with such access, construct, reconstruct, maintain and repair roadways thereon, subject to the provisions of this easement regarding protection of

the water and sewer lines, and Grantor shall repair and maintain the same.

This document shall be binding upon and inure to the benefit of the parties hereto and all subsequent purchasers of the properties described on Exhibit A hereof, and the heirs, successors, and assigns thereof.

IN WITNESS WHEREOF, we have hereunto set our hands this 12 day of February, 1993.

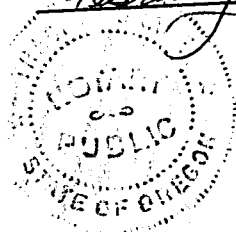
Maria M. Egbert  
Maria M. Egbert

CITY OF KLAMATH FALLS, OREGON

By James R. Keller

STATE OF OREGON )  
 ) ss.  
COUNTY OF KLAMATH )

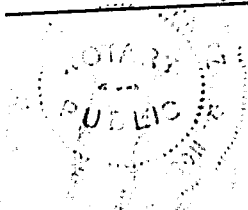
This instrument was acknowledged before me this 12th day of February, 1993, by MARIA M. EGBERT.



Laci R. Brace  
Notary Public for Oregon  
My commission expires: 03-13-97

STATE OF OREGON )  
 ) ss.  
COUNTY OF KLAMATH )

This instrument was acknowledged before me this 18th day of February, 1993, by James R. Keller, City Manager of City of Klamath Falls, Oregon.



Elisa Dale Gatz  
Notary Public for Oregon  
My commission expires: 5-17-93

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of City of Klamath Falls the 25th day of Feb. A.D., 19 93 at 2:53 o'clock P.M., and duly recorded in Vol. M93 of Deeds on Page 3948.

Evelyn Biehn - County Clerk  
By Douglas Mullendore

FEE \$40.00