

'01 SEP 13 AM9:14

EASEMENT

IN CONSIDERATION of the sum of \$4,000.00, Juanita S. Fairclo, who took title as Juanita Goode, (Grantor) conveys to the City of Klamath Falls, its successors and assigns (City) a perpetual, non-exclusive easement to use the existing roadway, or an alternative roadway as provided for herein, located on the property of Grantor described as follows:

The S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM the following tract conveyed to Oregon Water Corporation by Deed recorded January 30, 1955 in Book 280 at Page 492, Deed Records of Klamath County, Oregon:

A parcel of land in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as beginning at a point "A" which is the Northwest corner of said government subdivision; thence East 351.13 feet to point "B"; thence South 360.48 feet to Point "C" which lies in an existing fence line; thence North 79 degrees 07' West 357.56 feet along the existing fence line to point "D"; thence North 292.97 feet to point "A", the point of beginning. (Hereinafter "City Water Tank Property")

The terms of this easement are as follows:

1. City, its officers, agents, employees and independent contractors shall use the easement for road purposes only for access to City's adjoining water tank property described below, and such access shall be restricted to the municipal uses of water tank operation, construction, repair, maintenance and telemetric monitoring of City utilities. City access to that property is currently provided by the existing roadway across Grantor's property through an informal arrangement, and the parties desire to formalize that arrangement.
2. The parties acknowledge that Grantor's quarry operation may require modifications to the existing roadway, and Grantor agrees that any modifications to the roadway will leave the roadway in a condition similar in all respects to the existing roadway, and will not result in unreasonably steep grades. Grantor reserves the right to use, construct, reconstruct and maintain the roadway for purposes of access to Grantor's quarry operations and to grant use rights for such use to third parties. The parties shall cooperate so that each party's use shall cause a minimum of interference to the others, however, in case of conflict Grantor's right of use shall be dominant.
3. Grantor reserves the right to relocate the roadway to accommodate future changes in the use of Grantor's property. If Grantor relocates the existing roadway, Grantor shall reconstruct the roadway at the new location with a similar width and in as good condition as existed at the prior location, and Grantor agrees that the relocated roadway will continue to provide City with alternative, acceptable access to the City's water tank property, to which this easement is appurtenant.
4. City agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of City's use of the easement.
5. The easement is appurtenant to the real property owned by City and described below and shall be perpetual; however, in the event that it is not used by the City for a period of three years, or if otherwise abandoned by City, the easement shall automatically expire and City shall, upon request, execute a recordable document evidencing such expiration.
6. This easement is granted subject to all prior easements or encumbrances of record and is in addition to that easement granted to Oregon Water Corporation by deed recorded January 30, 1955 in Book 280 at Page 492, Deed Records of Klamath County, Oregon, the City being the successor to Oregon Water Corporation.

AFTER RECORDING RETURN TO:
City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

7. This easement is appurtenant to the City Water Tank Property hereinabove described.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year indicated below.

Grantor:

CITY OF KLAMATH FALLS

X Juanita S. Fairclo
 Juanita S. Fairclo, Who Took Title
 as Juanita Goode

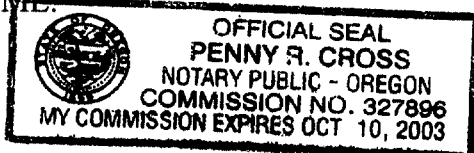
By [Signature]
 City Manager

Attest: [Signature]
 City Recorder

STATE OF OREGON)
 County of Klamath)ss.

On the 23 day of Aug, 2001, personally appeared the above named Juanita S. Fairclo and acknowledged the foregoing instrument to be her voluntary act and deed.

BEFORE ME:



Penny R. Cross
 Notary Public for Oregon
 My Commission Expires: 10/10/2003

STATE OF OREGON)
 County of Klamath :ss
 City of Klamath Falls)

On the 29th day of August, 2001, personally appeared Jeffrey D. Ball and Elisa D. Olson, who, each being first duly sworn, did say that the former is the City Manager and the latter is the City Recorder of the City of Klamath Falls, 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:

Shirley F. Kappas
 Notary Public for Oregon
 My Commission Expires: 9-10-01

State of Oregon, County of Klamath
 Recorded 09/13/01 at 9:14a m.
 In Vol. M01 Page 46496
 Linda Smith,
 County Clerk Fee \$ 26.00

Rt: City of Klamath Falls
 500 Klamath Ave.
 K70 97601