

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

E. Marie Owens  
1989 Terrace  
Klamath Falls, OR 97601

**GRANTEE:**

City of Klamath Falls, Oregon  
A Municipal Corporation  
500 Klamath Avenue  
Klamath Falls, OR 97601

**CLERK'S STAMP:**

State of Oregon, County of Klamath  
Recorded 07/31/2002 4:46 a m.  
Vol M02, Pg 43094-43097  
Linda Smith, County Clerk  
Fee \$ 36<sup>00</sup> # of Pgs 4

**UTILITY EASEMENT**

**E. Marie Owens**, (hereinafter referred to as "Grantor"), in consideration of the terms and conditions of this Easement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant and convey to **City of Klamath Falls, Oregon**, a Municipal Corporation (hereinafter referred to as "Grantee"), on behalf of the public, a perpetual, exclusive utility easement situated on property of Grantor more particularly described as Lot 3, Block 76, Klamath Addition to Linkville, Klamath Falls, Klamath County, Oregon, Tax Lot #R-3809-032AD-09000-000, hereinafter referred to as "Grantor's Property." This Easement is a six feet, six inch (6'6") wide by twenty-nine feet (29') long strip of land located generally in the southeasterly corner of Grantor's Property as depicted on attached Exhibit "A," incorporated herein by this reference.

The terms of this Easement are as follows:

1. The property of Grantor burdened by this Easement is described as Lot 3, Block 76, Klamath Addition to Linkville, Klamath Falls, Klamath County, Oregon, Tax Lot #R-3809-032AD-09000-000. This Easement shall be appurtenant to property of Grantee, more particularly described as Lots 4 and 5, Block 76, Klamath Addition to Linkville, Klamath Falls, Klamath County, Oregon, hereinafter referred to as "Grantee's Property."
2. This Easement shall be used for installation, inspection, maintenance, repair, replacement and use of City utility lines, and all necessary appurtenances in, upon, over, across and under the Easement area, together with the right of reasonable ingress and egress over Grantor's Property for the purposes of Grantee's use of this Easement. In conjunction with such use, Grantee may inspect, construct, reconstruct, maintain and repair all utilities situated within this Easement.
3. Grantor shall not erect any buildings or other permanent structures within the Easement area that would inhibit access or cause damage to any utility lines within the Easement area. Grantor retains the right to utilize the easement area for driveway and or parking lot uses.
4. As part of the consideration for this Easement, Grantee agrees to allow Grantor to use the corner of Grantee's Property generally southeast of the existing building for parking purposes. Grantor agrees that its use of this area for parking purposes shall not unreasonably interfere with Grantee's use of that area for access to the building or solid waste collection purposes. Grantee further agrees that in

the event use of that area by Grantee is necessary to add to or to service Grantee's building, Grantor's use of said area shall be subordinate to Grantee's needs.

5. As additional consideration for this easement, Grantee agrees to provide, at its own expense, the following improvements to the sidewalk area on the Klamath Avenue side of Grantor's Property: a) Install geothermal piping, mesh and slurry for geothermally heated sidewalk; b) Connect the geothermal piping to the sidewalk located in the Klamath Avenue sidewalk on Grantee's Property; and c) Obtain and plant a replacement street tree. Grantor agrees to contract and pay for all other aspects of the sidewalk project, including, but not limited to, all excavation and removal of debris, placing forms for the new sidewalk and pouring and finishing the sidewalk concrete. Grantor further agrees to pay to the City of Klamath Falls the charges imposed by City for use of the geothermally heated water
6. Grantee agrees to indemnify and hold harmless Grantor from any loss, claim or liability to Grantor arising out of use of the Easement. Grantee assumes all risk arising out of use of the Easement.
7. This Easement shall be perpetual and shall run with the land as to all properties benefitted and burdened by this Easement, including any division or partition of such property. However, in the event that Grantee relocates all utilities in this Easement to another location or Grantee otherwise abandons its use of this Easement, the Easement shall expire and terminate and Grantee shall, upon request, execute a recordable document evidencing such expiration and termination. The rights, covenants and obligations of this Easement shall bind, burden and/or benefit each party's successors, assigns, heirs or beneficiaries under a deed of trust.

IN WITNESS WHEREOF, the parties have caused this easement to be executed on the day and year written below.

GRANTOR:  
E. MARIE OWENS

E. Marie Owens  
E. Marie Owens

GRANTEE:  
CITY OF KLAMATH FALLS

By: [Signature]

City Manager

Attest: [Signature]

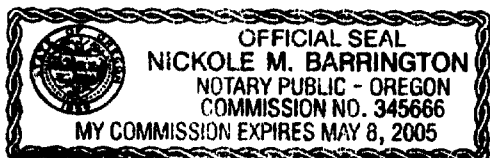
Deputy City Recorder

STATE OF OREGON } ss.

County of Klamath

On the 19th day of July, 2002, personally appeared E. Marie Owens, and being first duly sworn, acknowledged said instrument to be her voluntary act and deed.

BEFORE ME:

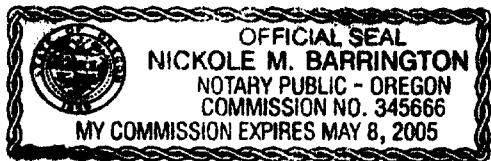


Nickole M. Barrington  
Notary Public for Oregon  
My Commission Expires: 5-8-2005

STATE OF OREGON } ss.  
County of Klamath

On the 22nd day of July, 2002, personally appeared Jeffrey D. Ball and Shirley Kappas, who, each being first duly sworn, did say that the former is the City Manager and the latter is the Deputy 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:



Nickole M. Barrington  
Notary Public for Oregon  
My Commission Expires: 5-8-2005

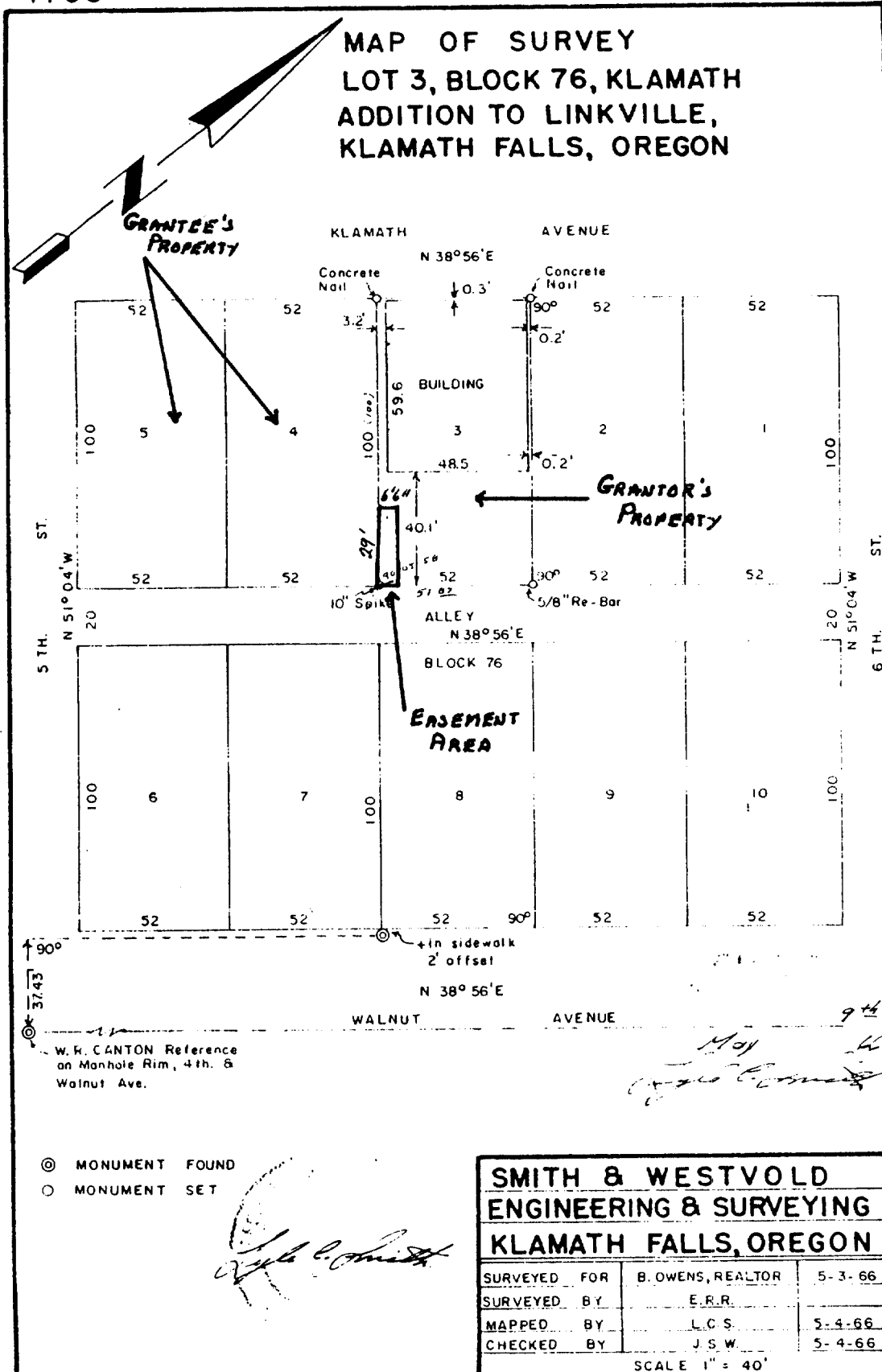


EXHIBIT "A"