

'03 JUN 25 PM3:04

State of Oregon, County of Klamath
Recorded 06/25/2003 3:04 p. m
Vol M03 Pg 43525-8
Linda Smith, County Clerk
Fee \$ 316.00 # of Pgs 4

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **CRESTVIEW COMMONS LIMITED PARTNERSHIP**, an Oregon limited partnership, Grantor, does hereby grant, bargain, sell and convey to the **CITY OF KLAMATH FALLS, OREGON** (Grantee), a permanent non-exclusive easement for the purpose of installing, inspecting, repairing, maintaining, altering and operating Grantee's municipal water line(s) and all necessary appurtenances in, into, upon, over, across and under a strip of land described and shown as follows (the "**Easement Area**"):

SEE EXHIBIT A ATTACHED HERETO.

The Easement Area lies within the real property owned by Grantor that is legally described as follows (the "**Property**"):

Parcels 1 of Land Partition 1-03, recorded in the office of the Clerk of Klamath County, Oregon.

Together with the right of ingress and egress over Grantor's adjoining lands for the purposes of Grantee's enjoyment of this easement.

Grantor shall not erect any buildings or structures within the easement area that would inhibit access to Grantee's said water line(s) or cause damage to it. Grantor retains the right to utilize the Easement Area for asphalt concrete roadways, driveways, parking lot (Portland cement concrete is prohibited except for curb and gutters) and/or landscaping, except for trees that would interfere with the water line(s). Although this Easement is non-exclusive, Grantor agrees that any other use of the Easement Area or the ingress/egress area permitted by Grantor shall not interfere with Grantee's use of those areas as authorized herein.

IN CONSIDERATION OF THIS GRANT OF EASEMENT, Grantee agrees to the following:

1. **Indemnification by Grantee.** Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings asserted by third parties against Grantor and Grantor's heirs, successors and assigns (including attorneys' fees, costs and expenses) that arise from or out of the Grantee's use of the Easement Area or the Property at any time.

2. **Notice Prior to Entry.** This easement shall include the perpetual right to enter upon the Property at any necessary time, so long as Grantee uses its best efforts to coordinate such access with Grantor so as not to interfere with Grantor's ongoing business).

3. **Restoration of Property.** Upon the completion of Grantee's installation of the water line, or upon completion of Grantee's ongoing maintenance or inspection of the water line that is installed in the Easement Area, Grantee shall restore the Easement Area and the Property to the same condition as existed prior to Grantee's entry into the Easement Area or onto the Property.

This document shall be binding upon all subsequent purchasers of the Property, the Grantee, and the heirs, successors and assigns, of both.

IN WITNESS WHEREOF, I/we have hereunto set our hands this 28th day of MAY, 2003.

**CRESTVIEW COMMONS LIMITED
PARTNERSHIP, an Oregon limited partnership
company**

By: RK Holdings, L.L.C. General Partner

By: Dkoop Properties, LLC, Member

By: Dirk Koopman
Name: Dirk Koopman
Its: Managing Member

STATE OF OREGON)
) ss.
COUNTY OF KI AMATH)

On **MAY 28**, 2003, before me, **BETTE JEAN OWEN**,
a Notary Public in and for said state, personally appeared **DIRK KOOPMAN**,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument, and acknowledged to me that he
executed the same in his authorized capacity, and that by his signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



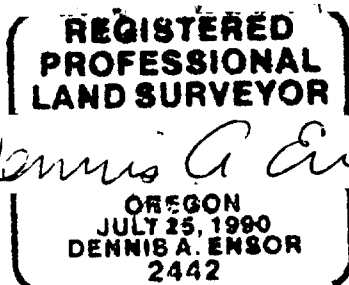
Bette Jean Owen
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: *11/29/2004*

LEGAL DESCRIPTION
OF
POWER EASEMENT

43528

A PARCEL OF LAND SITUATED ON PARCEL 1 OF "LAND PARTITION 1-03", BEING IN THE NE1/4 NE1/4 OF SECTION 10, T39S, R9EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF HILYARD AVENUE FROM WHICH THE E1/16 CORNER OF SECTION 3 AND 10 AND BEING THE CENTERLINE INTERSECTION OF CREST STREET AND HILYARD AVENUE BEARS S89°26'00"W 195.01 FEET, N45°48'24"W 42.61 FEET BEING A 5/8" IRON PIN WITH LS 2040 PLASTIC CAP; THENCE S00°38'22"E 59.89 FEET; THENCE S27°14'38"E 97.13 FEET; THENCE N89°26'00"E 51.81 FEET; THENCE N00°38'22"W 12.75; THENCE N89°26'00"E 168.49 FEET; THENCE N75°28'16"E 35.05 FEET; THENCE S30°51'34"E 61.26 FEET; THENCE S00°34'00"E 108.65 FEET TO THE SOUTH LINE OF SAID LAND PARTITION 1-03; THENCE ALONG SAID SOUTH LINE N89°39'41"E 10.00 FEET; THENCE LEAVING SAID SOUTH LINE N00°34'00"W 111.40 FEET; THENCE N30°51'34"W 71.46 FEET; THENCE S75°28'16"W 41.32 FEET; THENCE S89°26'00"W 177.28 FEET; THENCE S00°38'22"E 12.75 FEET; THENCE S89°26'00"W 35.63 FEET; THENCE N27°14'38"W 88.60 FEET; THENCE N00°38'22"W 29.42 FEET; THENCE N58°55'55"E 55.34 FEET TO THE NORTH LINE OF SAID LAND PARTITION 1-03; THENCE ALONG SAID NORTH LINE S89°26'00"W 57.72 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE SURVEY OF "LAND PARTITION 1-03" FILED AS RECORDED SURVEY NO. 6877.



Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

EXPIRES 12/31/03

Pr: City of Klamath Falls
OC