

03 NOV 12 PM 3:38

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**CLERK'S STAMP**

Vol M03 Page 83767

State of Oregon, County of Klamath  
Recorded 11/12/03 2:38 p. m  
Vol M03 Pg 83767-76  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

**GRANTOR:**

Crestview Commons Limited Partnership

**GRANTEE:**

CC: City of Klamath Falls  
500 Klamath Avenue  
Klamath Falls, OR 97601

**REVISED EASEMENT FOR WATER LINE(S)**

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"):

Parcel 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.

The parties acknowledge Grantor previously granted to Grantee a municipal water line easement dated May 28, 2003 and recorded at M03, Pages 43525 through 43528 in the records of Klamath County ("Prior Easement"). Because the Prior Easement contains an erroneous legal description for the easement area, Grantor and Grantee hereby agree to rescind the Prior Easement and to replace it with 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.

Easement for Water Lines - 1

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(s), or upon completion of Grantee's ongoing maintenance or inspection of the water line(s) that are 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, or both.

IN WITNESS WHEREOF, I/we have hereunto set our hands this 21 day of October, 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

83769

STATE OF OREGON )  
COUNTY OF Multnomah ) ss.  
~~CLATSOP~~

On 21 October, 2003, before me, Bette Jean Owen, a Notary Public in and for said state, personally appeared Alfred Koppman, 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.

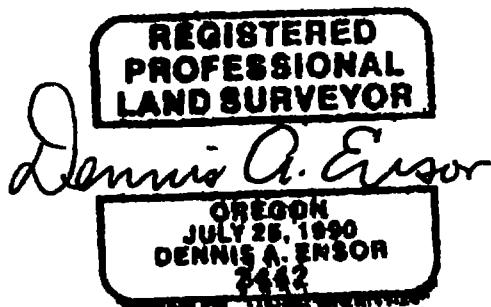
Bette Jean Owen  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 11/29/04

LEGAL DESCRIPTION  
OF  
WATER LINE EASEMENT

83770

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 385.46 FEET, N45°48'24"W 42.61 FEET BEING A 5/8" IRON PIN WITH LS 2040 PLASTIC CAP; THENCE S00°34'00"E 97.74 FEET; THENCE S89°26'00"W 210.00 FEET; THENCE S00°34'00"E 26.00 FEET; THENCE N89°26'00"E 16.00 FEET; THENCE N00°34'00"W 10.00 FEET; THENCE N89°26'00"E 172.75 FEET; THENCE S00°34'00"E 172.73 FEET TO THE SOUTH LINE OF SAID LAND PARTITION 1-03; THENCE ALONG THE SAID SOUTH LINE N89°39'41"E 16.00 FEET; THENCE LEAVING SAID SOUTH LINE N00°34'00"W 172.79 FEET; THENCE N89°26'00"E 43.14 FEET; THENCE S00°34'00"E 10.00 FEET; THENCE N89°26'00"E 20.00 FEET; THENCE N00°34'00"W 26.00 FEET; THENCE S89°26'00"W 41.89 FEET; THENCE N00°34'00"W 97.80 FEET TO THE NORTH LINE OF SAID LAND PARTITION 1-03; THENCE ALONG THE SAID NORTH LINE S89°13'07"W 16.00 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

Exhibit "A"