

**AFTER RECORDING RETURN TO:**

04 City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

Wal-Mart Real Estate Business Trust  
702 SW 8<sup>th</sup> Street  
Bentonville, AR 72716

**GRANTEE:**

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

**CLERK'S STAMP**

Vol M04 Page 37275

State of Oregon, County of Klamath  
Recorded 06/10/2004 2:55 p.m.  
Vol M04 Pg 37275-83  
Linda Smith, County Clerk  
Fee \$ 61.00 # of Pgs 9

'04 JUN 10 PM2:55

**EASEMENT FOR WATER LINE(S)**

KNOW ALL MEN BY THESE PRESENTS, that WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE BUSINESS TRUST, 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 EXHIBITS A & B, INCLUDING ATTACHED MAPS, ATTACHED HERETO AND INCORPORATED HEREIN; Together with the right of ingress and egress over Grantor's adjoining lands for the purposes of Grantee's use and enjoyment of this easement.

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

Parcel 1 of Partition Plat 23-91 and Parcel 1 of Partition Plat 23-03 situated in the NE1/4 of Section 9, Township 39 South, Range 9 East, Willamette Meridian City of Klamath Falls, Oregon, and recorded in the office of the Clerk of Klamath County, Oregon.

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 in Grantee's judgment 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 and enjoyment 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. Entry. This easement shall include the perpetual right of Grantee 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. **Easement Use and Restoration of Property.** Grantee agrees to use due care in any use of the Easement Area and in the construction, installation, repair, replacement and maintenance of either Grantee's improvements or the Easement Area as provided for herein so as not to unreasonably disturb Grantor's use of its property. Grantee agrees to return the Easement Area to its condition which existed prior to the installation of any of its improvements in the Easement Area, including, but not limited to, the replacement of any sod, landscaping, paving or other improvements that existed within the Easement Area prior to such installation. Grantee shall not unreasonably interfere with Grantor's business operations while utilizing this easement.

This Easement, and the rights and obligations granted and imposed herein, shall run with the Property, including any division or partition of the Property. The rights, covenants and obligations of this Easement shall bind, burden and/or benefit 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 13th day of May, 2004.

GRANTEE:  
CITY OF KLAMATH FALLS

By: [Signature]  
Jeff Ball, City Manager  
Attest: [Signature]  
Elisa D. Olson, City Recorder

STATE OF Arkansas )  
COUNTY OF Benton ) ss.

GRANTOR:  
WAL-MART REAL ESTATE BUSINESS TRUST,  
a Delaware Business Trust

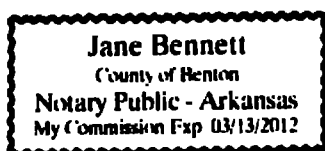
By: [Signature]  
Name: BARRY SHANDAWAN  
Title: Assistant Vice President

Approved as to legal terms only

by [Signature]  
WAL-MART LEGAL DEPT.

Date: 5-13-04

On May 13, 2004, before me, Jane Bennett, a Notary Public in and for said state, personally appeared Barry Shandawan, 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



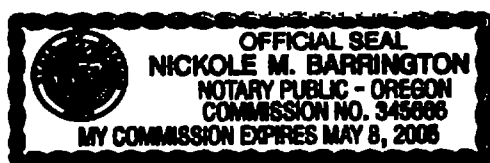
WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY PUBLIC

Notary Public for Arkansas  
My Commission Expires: 3-13-2012

STATE OF OREGON )  
County of Klamath ) ss.

On the 1st day of June, 2004, personally appeared Jeff 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.



WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon  
My Commission Expires: 5-8-2005

**LEGAL DESCRIPTION**

**A STRIP OF LAND 16.00 FEET IN WIDTH IN PARCEL 1 OF PARTITION PLAT NUMBER 23-91, KLAMATH COUNTY PLAT RECORDS AND IN PARCEL 1 OF PARTITION PLAT NUMBER 23-03, KLAMATH COUNTY PLAT RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, THE CENTERLINE OF SAID STRIP OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**BEGINNING AT A POINT ON THE WEST LINE OF PARCEL 1 OF SAID PARTITION PLAT NUMBER 23-91 WHICH BEARS N00°07'15"W, ALONG SAID WEST LINE, 307.16 FEET FROM THE SOUTHWEST CORNER OF PARCEL 1 OF SAID PARTITION PLAT NUMBER 23-91;**

**THENCE S89°26'15"E, LEAVING SAID WEST LINE, 23.17 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";**

**THENCE S00°33'45"W, 270.99 FEET;**

**THENCE S89°59'42"E, 104.84 FEET;**

**THENCE S66°55'35"E, 50.42 FEET;**

**THENCE S89°25'35"E, 34.00 FEET;**

**THENCE N68°04'25"E, 44.01 FEET;**

**THENCE S89°44'18"E, 17.01 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";**

**THENCE S89°44'18"E, 34.91 FEET;**

**THENCE N67°39'47"E, 10.23 FEET;**

**THENCE S89°59'24"E, 132.37 FEET;**

**THENCE S89°26'15"E, 91.40 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C";**

**THENCE N00°32'18"E, 222.84 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D";**

**THENCE N00°32'18"E, 288.85 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E";**

THENCE N00°32'18"E, 105.01 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "F";

THENCE N00°32'18"E, 110.16 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "H";

THENCE N00°32'18"E, 88.86 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "I";

THENCE N89°29'45"W, 334.39 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "J";

THENCE N89°46'18"W, 176.38 FEET;

THENCE S00°33'45"W, 244.92 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "K";

THENCE S00°33'45"W, 302.52 FEET TO A POINT, DEFINED AS POINT "A", ABOVE AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

TOGETHER WITH A 16-FOOT WIDE STRIP THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT, DEFINED AS POINT "B", ABOVE; THENCE S00°33'45"W, 20.38 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

TOGETHER WITH A 16-FOOT WIDE STRIP THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT, DEFINED AS POINT "C", ABOVE; THENCE S00°32'18"W, 38.55 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LAVERNE STREET (80 FEET WIDE) AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

TOGETHER WITH A 16-FOOT WIDE STRIP THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT, DEFINED AS POINT "D", ABOVE; THENCE N89°26'15"W, 53.63 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

TOGETHER WITH A 16-FOOT WIDE STRIP THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**BEGINNING AT A POINT, DEFINED AS POINT "E", ABOVE; THENCE N89°26'15"W, 47.90 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.**

**TOGETHER WITH A 16-FOOT WIDE STRIP THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**BEGINNING AT A POINT, DEFINED AS POINT "F", ABOVE; THENCE N89°26'15"W, 129.64 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "G" AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.**

**TOGETHER WITH PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**BEGINNING AT A POINT, S00°33'45"W, 8.00 FEET FROM THAT POINT DEFINED AS POINT "G", ABOVE;**

**THENCE S00°33'45"W, A DISTANCE OF 1.33 FEET;**

**THENCE S89°26'15"E, A DISTANCE OF 26.00 FEET;**

**THENCE N00°33'45"E, A DISTANCE OF 1.33 FEET;**

**THENCE N89°26'15"W, A DISTANCE OF 26.00 FEET TO THE POINT OF BEGINNING.**

**TOGETHER WITH A 16-FOOT WIDE STRIP THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**BEGINNING AT A POINT, DEFINED AS POINT "H", ABOVE; THENCE N89°28'20"W, 64.50 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION**

**BEGINNING AT A POINT, DEFINED AS POINT "I", ABOVE; THENCE N00°32'18"E, 12.14 FEET TO THE NORTH LINE OF PARCEL 1, PARTITION PLAT 23-03 AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.**

**TOGETHER WITH A 16-FOOT WIDE STRIP THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**BEGINNING AT A POINT, DEFINED AS POINT "J", ABOVE; THENCE S00°33'45"W, 26.28 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.**

**TOGETHER WITH A 16-FOOT WIDE STRIP THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**BEGINNING AT A POINT, DEFINED AS POINT "K", ABOVE; THENCE  
N89°26'15"W, 23.85 FEET TO THE TERMINUS OF THIS CENTERLINE  
DESCRIPTION.**

**THE SIDELINES OF SAID EASEMENT ARE TO BE EXTENDED OR SHORTENED  
SO AS TO BEGIN AND END ON PROPERTY LINES.**

**CONTAINS 48,414 SQUARE FEET (1.111 ACRES) MORE OR LESS.**



**LEGAL DESCRIPTION**

**A STRIP OF LAND 16.00 FEET IN WIDTH IN PARCEL 1 OF PARTITION PLAT NUMBER 23-91, KLAMATH COUNTY PLAT RECORDS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, THE CENTERLINE OF SAID STRIP OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**BEGINNING AT A POINT ON THE WEST LINE OF PARCEL 2 OF PARTITION PLAT NUMBER 33-92, KLAMATH COUNTY PLAT RECORDS, SAID POINT BEARS N00°00'13"W, ALONG SAID WEST LINE, 0.89 FEET FROM THE SOUTHWEST CORNER OF PARCEL 2 OF SAID PARTITION PLAT NUMBER 33-92;**

**THENCE N44°26'15"W, LEAVING SAID WEST LINE, 18.93 FEET;**

**THENCE N00°33'45"E, 244.47 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.**

**THE SIDELINES OF SAID EASEMENT ARE TO BE EXTENDED OR SHORTENED TO BEGIN ON SAID WESTERLY LINE OF SAID PARCEL 2 OF PARTITION PLAT 33-92 AND END AT A LINE BEING PERPENDICULAR WITH SAID CENTERLINE THROUGH THE DEFINED TERMINUS.**

**CONTAINS 4215 SQUARE FEET (0.097 ACRES) MORE OR LESS**



**EXHIBIT MAP**

**OF A PROPOSED WATERLINE EASEMENT IN PARCEL 1 OF PARTITION PLAT  
23-91 IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 SOUTH,  
RANGE 9 EAST, WILLAMETTE MERIDIAN CITY OF KLAMATH FALLS,  
KLAMATH COUNTY, OREGON**

OCTOBER 1, 2003

