

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Dennis Perry and Ethel Perry
3146 Emerald Street
Klamath Falls, OR 97601

GRANTEE:

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

CLERK'S STAMP

Vol M04 Page 77424

State of Oregon, County of Klamath
Recorded 11/10/04 11:06 a m
Vol M04 Pg 77424-27
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

04 NOV 10 AM 11:06

EASEMENT FOR SEWER LINE(S)

DENNIS PERRY AND ETHEL PERRY, Grantor, in consideration of the terms and conditions of this Easement, the sufficiency of which is hereby acknowledged, do hereby grant and convey to the **CITY OF KLAMATH FALLS, OREGON** (Grantee), a perpetual, exclusive easement for the purpose of installing, inspecting, repairing, maintaining, altering and operating Grantee's municipal sewer line(s) and all necessary appurtenances in, into, upon, over, across and under a sixteen (16) foot wide strip of land legally described and depicted on EXHIBIT A, attached hereto and incorporated herein (the "**Easement Area**"); 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**"):

Lot 13, CREGAN PARK, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon, Tax Lot #R-3909-007BC-02904-000.

Additional terms of the Easement are as follows:

1. **Consideration.** Grantee has paid to Grantor the sum of \$3,500.00, the receipt of which is hereby acknowledged by Grantee. Grantee shall bear the costs of recording this Easement.

2. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said sewer line(s) or cause damage to it. Grantor retains the right to utilize the Easement Area for asphalt driveways or parking area (Portland cement concrete is prohibited except for curbs and gutters) and/or landscaping, except for trees that in Grantee's judgment would interfere with the sewer line(s). 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.

3. **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.

4. **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 unreasonably interfere with Grantor's ongoing activities.

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5. **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.

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, We have hereunto set our hands this 29th day of October, 2004.

GRANTEE:
CITY OF KLAMATH FALLS

By: [Signature]
Jeff Ball, City Manager

Attest: [Signature]
Elisa D. Olson, City Recorder

GRANTOR:
DENNIS AND ETHEL PERRY

[Signature]
Dennis Perry

[Signature]
Ethel Perry

STATE OF OREGON)
) ss.
County of Klamath)

On the 4th day of November, 2004, personally appeared Dennis Perry and Ethel Perry, and being first duly sworn, acknowledged said instrument to be their voluntary act and deed.

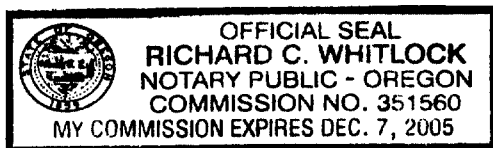


WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 11-7-07

STATE OF OREGON)
) ss.
County of Klamath)

On the 29th day of October, 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.



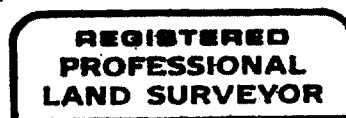
WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 12/2/05

**SEWER MAIN EASEMENT LOCATED IN CREGAN PARK SUBDIVISION
ACROSS LOT 13
DENNIS & ETHEL PERRY TO THE CITY OF KLAMATH FALLS**

A STRIP OF LAND BEING 16 FEET WIDE AND SITUATED IN THE SOUTHWEST QUARTER, NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 SOUTH, RANGE 9 EAST, OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY OREGON, SAID STRIP OF LAND BEING 8 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing at the southeast property corner of Lot 1, as shown on the plat map of Cregan Park, recorded in the Klamath County Clerk's Office; thence N 00deg11'18" E, along the west right of way line of Emerald Street (formerly Pasadena Street), 461.33 feet to the true point of beginning on the east property line of Lot 13 and the centerline of an existing 8-inch Sanitary Sewer Main; thence S 89deg49'44" W, along the centerline of said sewer main, 156.80 feet to the west property line of said Lot 13 and the end of said 16-foot wide easement. The side lines of said strip to be shortened or lengthened to terminate on the beginning and ending lines as described above.



Thomas J. Del Santo

