

04 DEC 16 PM 3:24

MTL-67931 KR

AFTER RECORDING RETURN TO:

Integrated Building Solutions, LLC
2080 Park Avenue
Klamath Falls, OR 97601

GRANTOR:

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

GRANTEE:

Integrated Building Solutions, LLC
2080 Park Avenue
Klamath Falls, OR 97601

CLERK'S STAMP

Vol M04 Page 86172

State of Oregon, County of Klamath
Recorded 12/16/04 3:24 P m
Vol M04 Pg 86172-75
Linda Smith, County Clerk
Fee \$ 36⁰⁰ # of Pgs 4

TAX STATEMENTS:

Until requested otherwise,
send all tax statements to:
Integrated Building Solutions, LLC
2080 Park Avenue
Klamath Falls, OR 97601

BARGAIN AND SALE DEED

[Statutory]

The City of Klamath Falls, a Municipal Corporation of the State of Oregon, Grantor, conveys to Integrated Building Solutions, LLC,*Grantee, the following described real property situated in the County of Klamath, State of Oregon, to-wit:

***an Oregon Limited Liability Company**

Parcel 3 of Land Partition 32-95, situated in the NW1/4 of Section 22, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon (the "Property");

RESERVING UNTO GRANTOR A RIGHT-OF-WAY EASEMENT ON THE TERMS AND CONDITIONS SET FORTH IN ATTACHED EXHIBIT A.

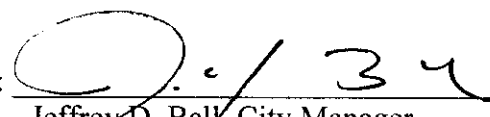
The true and actual consideration paid for such transfer, stated in terms of dollars is \$100,000.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 16th day of December, 2004.

City of Klamath Falls - Grantor

By:


Jeffrey D. Ball, City Manager

360 am

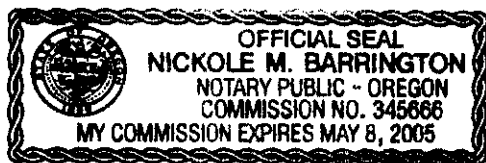
ATTEST:

Elisa D. Olson
 Elisa D. Olson, City Recorder

STATE OF OREGON)
)ss.
 County of Klamath)

On the 14th day of December, 2004, personally appeared Jeffrey D. 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.

BEFORE ME:



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

RIGHT-OF-WAY EASEMENT
[Exhibit A]

As part of the foregoing property conveyance, there is hereby reserved unto Grantor, **City of Klamath Falls, Oregon, a Municipal Corporation** on behalf of the public, a perpetual, public right-of-way situated on the Property described in the foregoing Bargain and Sale Deed incorporated herein by this reference. The Easement consists of a strip of land eighty feet (80') wide more particularly described in attached Exhibit "B," incorporated herein by this reference (the "Easement Area").

The terms of this Easement are as follows:

1. The Property as described in the foregoing Bargain and Sale Deed is burdened by this Easement.
2. This Easement shall be used for public vehicular and pedestrian access and for installation, maintenance, repair, replacement and use of public utilities and all necessary appurtenances in, upon, over, across and under the Easement Area, together with the right of reasonable ingress and egress over and the Property for purposes of Grantor City's use of this Easement. In conjunction with such use, Grantor City, and others authorized to utilize the Easement, may construct, reconstruct, maintain and repair the roadway and/or utilities situated within this Easement.
3. Grantee, Integrated Building Solutions, LLC ("Grantee IBS") 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.
4. Grantor City agrees to indemnify, defend and hold harmless Grantee IBS from any loss, claim or liability to Grantee IBS arising out of use of the Easement. Grantor City assumes all risk arising out of use of the Easement, and Grantee IBS shall have no liability to Grantor City or others for any condition existing thereon.
5. This Easement and rights reserved herein shall be perpetual.
6. This Easement shall run with the land as to all properties benefited and burdened by this Easement, including any division or partition of the Property. 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.

ACCESS AND PUBLIC UTILITY EASEMENT

A STRIP OF LAND BEING 80 FEET WIDE LOCATED IN THE NORTHWEST QUARTER, OF SECTION 22, TOWNSHIP 39 SOUTH, RANGE 9 EAST, OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND SITUATED ON PARCEL 3 OF LAND PARTITION 32-95, RECORDED IN THE KLAMATH COUNTY CLERKS OFFICE, SAID STRIP OF LAND BEING 40 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing at the southwest corner of said Parcel 3 located on the north right of way line of Joe Wright Road; thence South 89degrees27'28" East, along said north right of way line, 358.81 feet to the true point of beginning; thence North 00degrees32'32" East, along a line that is parallel with the east line of said Parcel 3, 549.05 feet to the north line of said Parcel 3 and the end of said 80 foot wide easement. The side lines of said strip to be shortened or lengthened to terminate on the beginning and ending lines as described.