

**AFTER RECORDING RETURN TO:**

010  
City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

State of Oregon, County of Klamath  
Recorded 02/11/05 9:26 a m  
Vol M05 Pg 09651-52  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

**GRANTOR:**

OZ Investment, LLC  
c/o Mark Zimel  
13500 SW 72<sup>nd</sup> Avenue  
Suite 210  
Portland, OR 97223

**GRANTEE:**

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

**TRAFFIC LIGHT AND MUNICIPAL UTILITY EASEMENT**

**OZ INVESTMENT, LLC**, Grantor, in consideration of the terms and conditions of this Easement, the sufficiency of which is hereby acknowledged, does hereby grant and convey to the **CITY OF KLAMATH FALLS, OREGON** (Grantee), a perpetual, non-exclusive easement for the purpose of installing, inspecting, repairing, maintaining, altering and operating a traffic light and other municipal utilities together with related equipment and all necessary appurtenances, in, into, upon, over, across and under a tract of land legally described and depicted on EXHIBIT A, attached hereto and incorporated herein (the "**Easement Area**"). This Easement shall also include 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**"):

A Portion of Lot 10 as Shown on Tract 1276, Recorded in the Klamath County Clerks Office, Located in the Southeast Quarter, Northeast Quarter, of Section 9, Township 39 South, Range 9 East, of the Willamette Meridian, Klamath County, Oregon; currently Tax Lot# R-3909-009AD-01200-000.

Additional terms of the Easement are as follows:

1. **Consideration.** Consideration for this Easement includes, without limitation, the improvement to the Onyx & Washburn Way intersection that will greatly improve access to Grantor's nearby properties. Grantee shall also 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 traffic signal, utilities and/or equipment or in any way interfere with Grantee's use of this Easement.
  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 access and enter upon the Property at any necessary time.
- 26w

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 adjoining property. If Grantee needs to maintain, repair, or replace utilities within the Easement and the anticipated work will cause traffic delays of more than 15 minutes, then the Grantee agrees to perform said work between the hours of 9:00 pm, and 7:00 am so that interruption traffic flows within the easement area is minimized.

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.

~~2004~~<sup>2005</sup> IN WITNESS WHEREOF, We have hereunto set our hands this 26<sup>th</sup> day of January, ~~2004~~<sup>2005</sup>.

GRANTEE:  
CITY OF KLAMATH FALLS

By: Jeff Ball  
Jeff Ball, City Manager

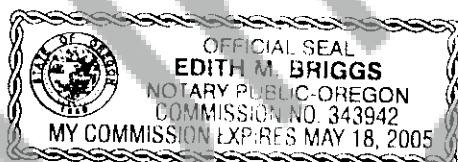
Attest: Elisa D. Olson  
Elisa D. Olson, City Recorder

GRANTOR:  
OZ INVESTMENT, LLC

Mark S. Zimel  
Representative

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 26<sup>th</sup> day of January, ~~2004~~<sup>2005</sup>, Mark S. Zimel personally appeared and being first duly sworn, did say that he/she was the representative for OZ Investment, LLC, and that the instrument was signed on behalf of the said company/corporation; and he/she acknowledged said instrument to be its voluntary act and deed.

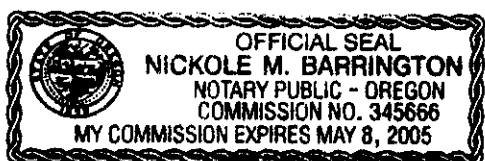


WITNESS my hand and official seal.

Edith M. Briggs  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires May 18, 2005

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 3<sup>rd</sup> day of February, ~~2004~~<sup>2005</sup>, 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.

Nickole M. Barrington  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires 5-8-2005