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Vol M05 Page 14190
State of Oregon, County of Klamath
Recorded 03/02/2005 3:54 p m
Vol M05 Pg 14190-92
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **DUKE MOUNTAIN, LLC**, an Oregon limited liability corporation, 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, Land Partition 30-93, 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.

Grantor shall not erect any buildings or structures within the easement area that would inhibit access to Grantee's said utility 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.

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 unreasonably interfere with Grantor's use of adjoining properties).

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31- Tim Erwin

3. **Restoration of Property.** Upon the completion of Grantee's installation of the utility line, or upon completion of Grantee's ongoing maintenance or inspection of the utility line that is 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 easement, and the rights and obligations granted and imposed herein, shall run with the property, including any division or partitions 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 2nd day of March, 2005.

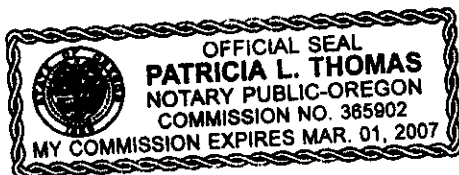
Duke Mountain, LLC,
an Oregon limited liability company

By: [Signature]
Name: C.A. Galpin
Its: LLC Manager

STATE OF OREGON)
) ss.
COUNTY OF Jackson)

On March 2, 2004, before me, Patricia L. Thomas,
a Notary Public in and for said state, personally appeared C.A. Galpin,
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.



Patricia L. Thomas
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires:

EXHIBIT A
City Waterline Easement
Legal Description

January 25, 2005

A STRIP OF LAND 44 FEET IN WIDTH, LYING 22 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 25 TOWNSHIP 38 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, SAID CENTERLINES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36, SAID POINT BEING MARKED BY A BRASS CAP, THENCE NORTH 59°29'55" EAST 1143.61 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 10°14'35" WEST 65.21 FEET TO A POINT OF CURVATURE; THENCE ALONG A 100.00 FOOT RADIUS CURVE RIGHT, THROUGH A CENTRAL ANGLE OF 29°19'02", AN ARC LENGTH OF 51.17 FEET, (THE LONG CHORD OF WHICH BEARS SOUTH 24°54'06" WEST 50.61 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 39°33'37" WEST 211.83 FEET TO A POINT OF CURVATURE; THENCE ALONG A 400.00 FOOT RADIUS CURVE RIGHT, THROUGH A CENTRAL ANGLE OF 50°31'02", AN ARC LENGTH OF 352.68 FEET, (THE LONG CHORD OF WHICH BEARS SOUTH 64°49'08" WEST 341.36 FEET) TO A POINT OF TANGENCY; THENCE NORTH 89°55'21" WEST 508.69 FEET TO A POINT WHICH BEARS NORTH 00°01'40" WEST 162.50' FROM SAID NORTHWEST CORNER OF SECTION 36 AND THE END OF THE CENTERLINE; SIDELINES ARE LENGTHENED OR SHORTENED TO TERMINATE PERPENDICULAR TO THE BEGINNING AND END OF THE PROPOSED CITY WATERLINE EASEMENT.

SAID EASEMENT IS TO TERMINATE UPON FUTURE PUBLIC ROAD DEDICATION THAT RUNS ALONG SAID EASEMENT.

SAID STRIP CONTAINS 76,133 SQUARE FEET, MORE OR LESS.