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EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **JOHN C. O'NEIL AND MARLYS O'NEILL**, Grantors, do 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 "B" 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 57-96, 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-^{cl} 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 _____ day of _____, 2005.

John C. O'Neill
John C. O'Neill

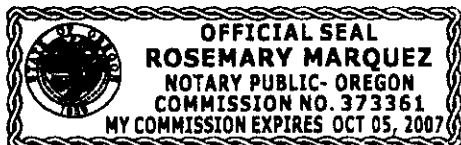
Marlys O'Neill for John C. O'Neill POA
Marlys O'Neill
as her attorney in fact

STATE OF OREGON)
COUNTY OF Klamath) ss.

On February 15, 2004, before me, Rosemary Marquez, a Notary Public in and for said state, personally appeared John C. O'Neill for himself*** 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.

*** and for Marlys O'Neill as her attorney in fact

WITNESS my hand and official seal.



Rosemary Marquez
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires:

EXHIBIT "B"
WATERLINE EASEMENT
FEBRUARY 2005

A WATERLINE EASEMENT, SITUATED WITHIN PARCEL 1 OF LAND PARTITION 57-96, LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 38 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1, SOUTH 89°52'07" EAST, 40.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00°02'52" WEST, 0.13 FEET TO A POINT OF CURVATURE; THENCE ALONG A 440.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°37'39", AN ARC DISTANCE OF 189.13 FEET (THE LONG CHORD OF WHICH BEARS NORTH 12°21'41" WEST, 187.67 FEET) TO A POINT OF NON-TANGENCY ON THE WEST LINE OF SAID PARCEL 1; THENCE ALONG SAID WEST LINE, SOUTH 00°03'19" EAST, 183.36 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 4,939 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED UPON FOUND MONUMENTATION FROM SAID PARTITION 57-96, KLAMATH COUNTY RECORDS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Travis P. Foster
OREGON
JULY 9, 2002
TRAVIS P. FOSTER
#54624

RENEWAL DATE: 12/31/05