

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**CLERK'S STAMP**

Vol M05 Page 20753

**GRANTORS:**

Lane A. Smith, Jr. and Louise<sup>a</sup> E. Smith  
3801 Greensprings Drive  
Klamath Falls, OR 97601

State of Oregon, County of Klamath  
Recorded 03/29/2005 10:59 A m  
Vol M05 Pg 20753-53  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

**GRANTEE:**

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

'05 MAR 29 AM 10:59

**EASEMENT FOR WATER LINE(S)**

KNOW ALL MEN BY THESE PRESENTS, that LANE A. SMITH, JR. AND LOUISE E. SMITH, Grantor, 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 in EXHIBIT A, consisting of two pages, attached hereto and incorporated herein; this Easement shall 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 in a deed recorded on May 2<sup>nd</sup>, 1957 in the office of the Clerk of Klamath County, Oregon in Vol. 291 at Page No. 449 (the "Property").

AS CONSIDERATION FOR THIS GRANT OF EASEMENT, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree to the following additional terms:

1. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access or cause damage to Grantee's said water line(s). Grantor retains the right to utilize the Easement Area for asphalt concrete roadways, driveways, parking area (Portland cement concrete is prohibited except for curb and gutters), Property perimeter fencing (as approved by Grantee) and/or landscaping, except for trees that in Grantee's judgment 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 and enjoyment of those areas as authorized herein.
2. **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.
3. **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.

4. **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, maintenance or repair 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 activities.

5. **Future Applicability.** 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, I/we have hereunto set our hands this 18<sup>th</sup> day of March, 2005.

GRANTEE:  
CITY OF KLAMATH FALLS

By: Jeff Ball

Jeff Ball, City Manager

Attest: Elisa D. Olson

Elisa D. Olson, City Recorder

GRANTORS:  
LANE A. SMITH, JR.  
LOUISE E. SMITH

By: Lane A. Smith Jr.

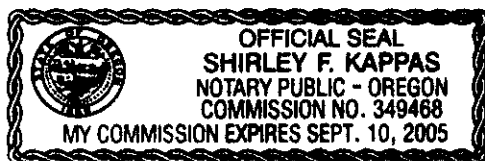
Lane A. Smith, Jr.

By: Louise E. Smith

Louise E. Smith

STATE OF Oregon )  
 ) ss.  
COUNTY OF Klamath )

On the 17<sup>th</sup> day of March, 2005, personally appeared Lane A. Smith, Jr., and Louise E. Smith and being first duly sworn, acknowledged said instrument to be their voluntary act and deed.



WITNESS my hand and official seal.

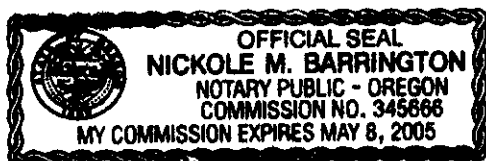
Shirley F. Kappas  
SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon

My Commission Expires: 9-10-05

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 18<sup>th</sup> day of March, 2005, 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

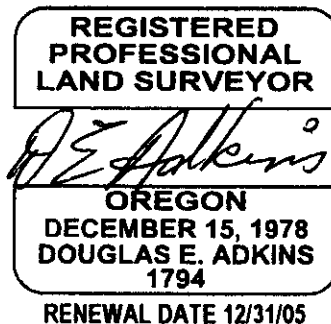
Notary Public for Oregon

My Commission Expires: 5-8-2005

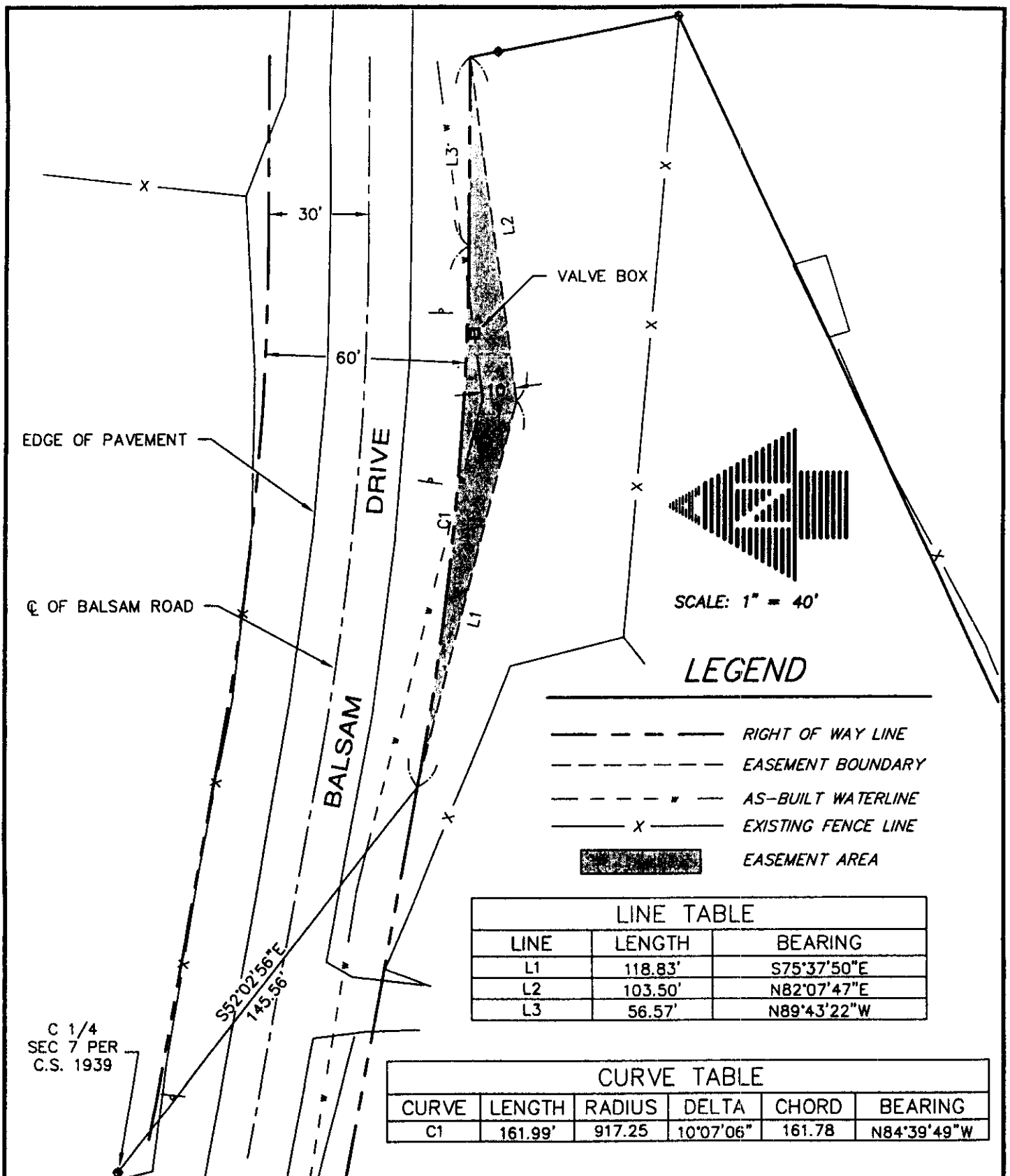
**EASEMENT FOR WATERLINE ON BALSAM DRIVE  
LANE AND LOUISE SMITH TO CITY OF KLAMATH FALLS**

A parcel of land located in the NW1/4 of the SE1/4 of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the Center 1/4 of said Section 7; thence S52°02'56"E 145.56 feet to the southern right of way line of Balsam Drive, point also being the true Point of Beginning; thence leaving said right of way S75°37'50"E 118.83 feet; thence N82°07'47"E 103.50 feet to the southern right of way line of Balsam Drive; thence along the southern right of way of Balsam Drive N89°43'22"W 56.57 feet; thence 161.99 feet along the arc of a 917.25 foot radius curve to the right, having a long chord bearing N84°39'49"W 161.78 feet and a delta angle of 10°07'06" to the Point of Beginning, containing 0.04 acres, more or less, with bearings being based on County Survey 1939.



February 18, 2005  
1000-9301

**ADKINS**

CONSULTING  
ENGINEERS, INC.

Engineers ▲ Planners ▲ Surveyors

2950 Shasta Way · Klamath Falls, Oregon 97603 · (541) 884-4666 · FAX (541) 884-5335  
Klamath Falls, OR · Medford, OR · Alturas, CA

FEBRUARY 2005

EXHIBIT A

1000-9301

**EXHIBIT A**  
BALSAM ROAD  
WATERLINE EASEMENT  
FOR CITY OF KLAMATH FALLS

**Exhibit "A" - page 2**