

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

CLERK'S STAMP

Vol M05 Page 33949

GRANTOR:

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

State of Oregon, County of Klamath
Recorded 05/10/2005 3:22 p.m.
Vol M05 Pg 33949-521
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

GRANTEE:

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

EASEMENT FOR SEWER/WATER LINE(S)

INTEGRATED BUILDING SOLUTIONS, 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, 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 sixteen (16) foot wide strip of land legally described and depicted on EXHIBIT A, attached hereto and incorporated herein (the "**Easement Area**").

Additional terms of the Easement are as follows:

1. **Consideration.** The actual consideration for this transfer consists of or includes other property or value given which is the whole consideration. Grantee shall bear the costs of recording this Easement.
2. **Property Burdened.** The Easement Area lies within the real property owned by Grantor that is legally described in EXHIBIT B, attached hereto and incorporated herein (the "**Property**");
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said water line(s) or cause damage to it. Grantor retains the right to utilize the Easement Area for asphalt driveways or parking area (Portland cement concrete is prohibited except for curbs and gutters) and/or landscaping, except for trees that in Grantee's judgment would interfere with the water line(s). 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.
4. **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.
5. **Entry.** This easement shall include the right of ingress and egress over the Property and Grantor's adjoining lands for the purposes of Grantee's use and enjoyment of this Easement and 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.
6. **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 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 installation.

7. 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, We have hereunto set our hands this 4th day of ^{May}~~April~~, 2005.

GRANTEE:
CITY OF KLAMATH FALLS

By: Jeff Ball
Jeff Ball, City Manager

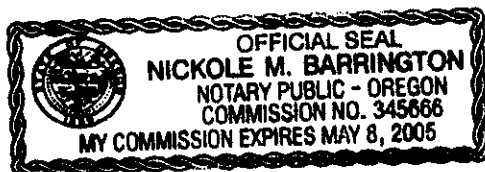
Attest: Elisa D. Olson
Elisa D. Olson, City Recorder

GRANTOR:
INTEGRATED BUILDING SOLUTIONS, LLC

By: Robert T. Mick
Robert T. Mick, Member

STATE OF OREGON)
) ss.
County of Klamath)

On April 25, 2005, personally appeared Robert T. Mick, who, being duly sworn, acknowledged to me that he is a Member of Integrated Building Solutions, LLC ("IBS"), that the foregoing instrument was signed on behalf of IBS, that he is authorized to execute this instrument and that the foregoing instrument is the voluntary act and deed of IBS.

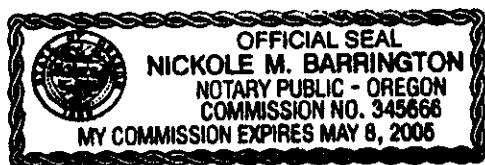


WITNESS my hand and official seal.

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

STATE OF OREGON)
) ss.
County of Klamath)

On the 4th day of ^{May}~~April~~, 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



YOUR PROFESSIONAL ENGINEERING TEAM SINCE 1957

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EMAIL: info@marquess.com WEB: www.marquess.com

March 17, 2005
MAI Job No. 04-1389.1

DEDICATED BY IBS TO CITY

WATERLINE EASEMENT

A strip of land located in the Northwest one quarter of Section 22, Township 39 South, Range 9 East, of the Willamette Meridian, Klamath County, Oregon.

Beginning at the Southwest corner of Parcel 3, of Land Partition 32-95 recorded in the Klamath County Clerk's Office; thence, along the northerly right-of-way line of Joe Wright Road, South $89^{\circ} 27' 28''$ East a distance of 398.81 feet to the adjusted property line as shown on Property Line Adjustment No. 23-04 on file in the City of Klamath Falls Engineering Office; thence North $00^{\circ} 32' 32''$ East 16.00 feet; thence North $89^{\circ} 27' 28''$ West 398.81 feet to the easterly right-of-way line of Swan Court; thence along said easterly line South $00^{\circ} 32' 32''$ West 16.00 feet to the Point of Beginning.

Exhibit "A"

**REMAINDER OF PARCEL 3
OF LAND PARTITION 32-95**

A Parcel of land situated in the NW1/4 of Section 22, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County Oregon, being a portion of Parcel 3 of Land Partition 32-95 as recorded at the Klamath County Clerks office, being more particularly described as follows:

Beginning at the northwest corner of said Parcel 3, said point being marked by an 2-1/2" aluminum cap stamped "City of Klamath Falls"; thence along the northerly line of said Parcel 3, N89°27'28"W 353.81 feet; thence parallel to the easterly line of said Parcel 3, S00°32'32"W 549.05 feet to the right-of-way line of Joe Wright Road; thence along said right-of-way line, N89°27'28"W 398.81 feet to the right-of-way line of Swan Court; thence along said right-of-way line, N00°32'32"E 453.00 feet to a point of curvature; thence continuing along said right-of-way line, along the arc of a 50.00 foot radius curve to the right through a central angle of 50°12'29" (the long chord of which bears N25°38'47"E 42.43 feet) a distance of 43.82 feet to a point of reverse curvature; thence continuing along said right-of-way line, along the arc of a 75.00 foot radius curve to the left through a central angle of 50°12'29" (the long chord of which bears N25°38'47"E 63.64 feet) a distance of 65.72 feet to the point of beginning.

Containing 4.97 acres.

Exhibit "B"