

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

SDT Properties, LLC  
9462 Greenbrier Drive  
Klamath Falls, OR 97601

**GRANTEE:**

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

**CLERK'S STAMP****M05-68917**

Klamath County, Oregon

11/14/2005 09:28:56 AM

Pages 4 Fee: \$36.00

**EASEMENT FOR SEWER/WATER LINE(S)**

**SDT PROPERTIES, 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 an approximately 24.5 square feet, triangular-shaped 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 as follows: Parcel 2 of Minor Land Partition 33-92, situated in Block 1, Lot 2, Parcel 2 of Major Land Partition 23-91 in Tract 1080-Washburn Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon (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 2nd day of November, 2005.

GRANTEE:  
CITY OF KLAMATH FALLS

By: [Signature]  
Jeff Ball, City Manager

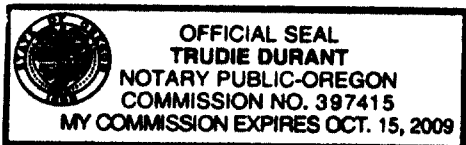
Attest: [Signature]  
Elisa D. Olson, City Recorder

GRANTOR:  
SDT PROPERTIES, LLC

By: [Signature]  
Name: Todd Stewart  
Title: Managing Member

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On November 2nd, 2005, personally appeared Todd Stewart, who, being duly sworn, acknowledged to me that he/she is the representative for SDT Properties, LLC ("SDT"), that the foregoing instrument was signed on behalf of SDT, that he/she is authorized to execute this instrument and that the foregoing instrument is the voluntary act and deed of SDT.

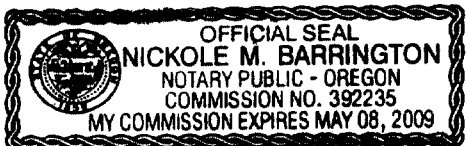


WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 2nd day of November, 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.



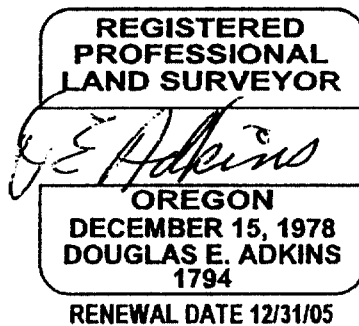
WITNESS my hand and official seal.

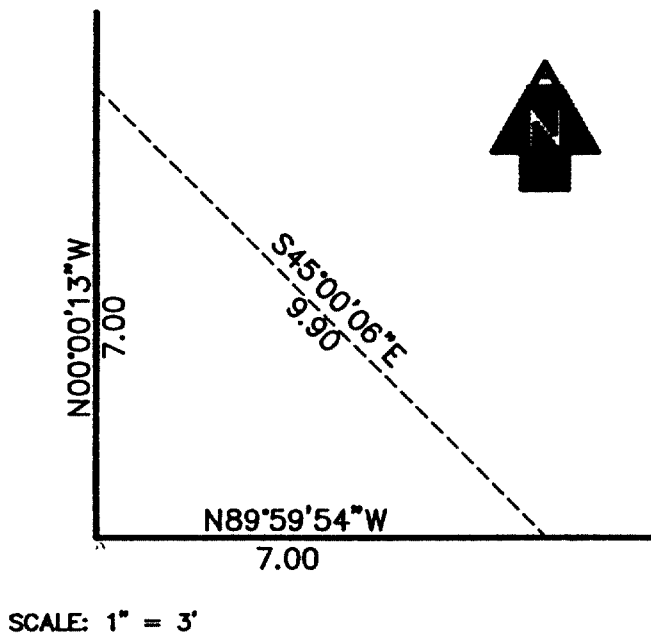
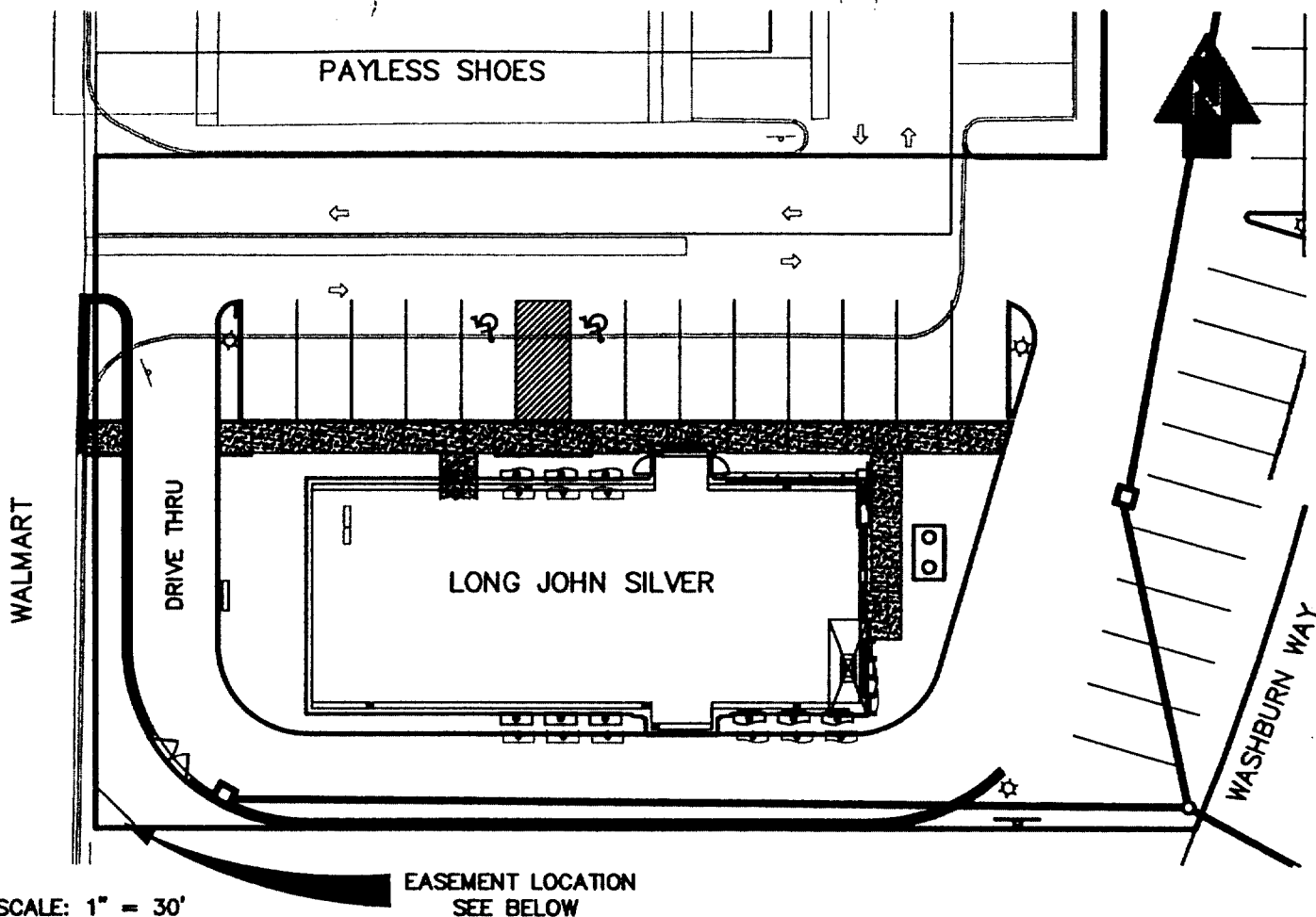
[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 5-8-2009

CITY WATER EASEMENT DISCRPTION:

A PARCEL OF LAND SITUATED IN THE SE1/4 NE1/4 OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, BEING MORE PERTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2 OF MINOR LAND PARTITION 33-92; THENCE N00°00'13"W ALONG THE WESTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 7.00 FEET; THENCE S45°00'06"E A DISTANCE OF 9.90 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 2; THENCE N89°59'54"W ALONG SAID SOUTHERLY LINE OF PARCEL 2 A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 24.50 SQUARE FEET MORE OR LESS.





## LONG JOHN SILVER'S WATER EASEMENT LOCATION



Engineers ▲ Planners ▲ Surveyors  
2950 Shasta Way · Klamath Falls, Oregon 97603  
(541) 884-4666 · FAX (541) 884-5335 COPYRIGHT © 2005

FILE NAME:	WATER
ACE JOB No:	2618-01
SCALE:	AS SHOWN
DATE:	8-23-05
DESIGNED BY:	MDR
DRAWN BY:	JRL
CHECKED BY:	DA
SHEET:	1 of 1