



08/08/2006 11:49:26 AM

Fee: \$41.00

AFTER RECORDING RETURN TO:  
City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

GRANTOR:  
OZ Investments LLC  
13500 SW 72nd Ave  
Portland Or. 97223  
GRANTEE:  
City of Klamath Falls  
500 Klamath Avenue  
Klamath Falls, OR 97601

1st-06-376

EASEMENT FOR WATER LINE

OZ INVESTMENT L.L.C., 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, non-exclusive easement for the purpose of installing, inspecting, repairing, maintaining, altering and operating Grantee's municipal water line 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 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, gutters and sidewalks) and/or landscaping, except for trees that in Grantee's judgment would interfere with the water line. 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.

41.-F

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.

(This space left blank intentionally.)

IN WITNESS WHEREOF, We have hereunto set our hands this 7<sup>th</sup> day of July, 2006.

GRANTEE:  
CITY OF KLAMATH FALLS

GRANTOR:  
OZ INVESTMENT, L.L.C.

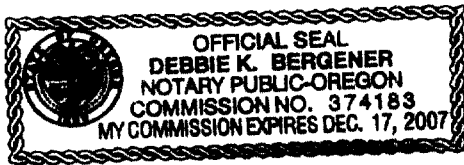
By: [Signature]  
Jeff Ball, City Manager

By: [Signature]  
Mark S. Zimel, Member

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

STATE OF OREGON )  
 )ss.  
County of Klamath )

On July 7<sup>th</sup>, 2006 personally appeared Mark S. Zimel, who, being duly sworn, acknowledged to me that he is a Member of OZ INVESTMENT, L.L.C., that the foregoing instrument was signed on behalf of OZ INVESTMENT, L.L.C., that he is authorized to execute this instrument and that the foregoing instrument is its voluntary act and deed.

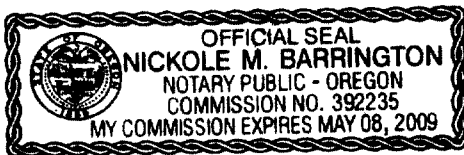


WITNESS my hand and official seal

[Signature]  
Signature of Notary Public  
Notary Public for Oregon  
My Commission Expires: 12-17-2007

STATE OF OREGON )  
 )ss.  
County of Klamath )

On ~~July~~ <sup>August 7th</sup> 2006 personally appeared Jeff Ball and Elisa D. Olson, who, each being 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

# EXHIBIT "A"

PAGE 1 OF 2

## DESCRIPTION FOR A WATERLINE EASEMENT

A waterline easement over and across a strip of land situated in the vacated portion of Maywood Drive, Lots 4 and 5 of Block 1, Tract 1249, Parcels 2 and 3 of Land Partition 23-03, and Lot 13 and 14 of Tract 1276, located in the NE1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, the boundary of said easement being more particularly described as follows:

Beginning at a point on the west right-of-way line of Washburn Way, said point being S.00°02'00"E., 10.00 feet from the northeast corner of Lot 14, said Tract 1276; thence S.00°02'00"E., along said right-of-way line a distance of 16.00 feet; thence N89°55'17"W., 195.62 feet; thence S.00°04'43"W., 16.00 feet; thence N89°55'17"W., 16.00 feet; thence N.00°04'43"E., 16.00 feet; thence N.89°55'17"W., 33.67 feet; thence S.00°04'43"W., 8.00 feet; thence N.89°55'17"W., 16.00 feet; thence N.00°12'57"W., 521.00 feet; thence S.89°58'00"W., 87.48 feet; thence S.00°02'00"E., 12.00 feet; thence S.89°58'00"W., 16.00 feet; thence N.00°02'00"W., 12.00 feet; thence S.89°58'00"W., 103.88 feet; thence N.00°02'00"W., 26.06 feet to the north line of vacated Maywood Drive; thence N.89°58'00"E., 26.00 feet to a point on the north line of said Lot 5, Tract 1249; thence S.00°02'00"E., 10.06 feet; thence N.89°58'00"E., 197.31 feet, parallel with the north line of said Lot 5 and Lot 4; thence S.00°12'57"E., 227.11 feet; thence N.89°47'03"E., 45.00; thence S.00°12'57"E., 16.00 feet; thence S.89°47'03"W., 45.00; thence S.00°12'57"E., 269.92 feet; thence S.89°55'17"E., 138.64 feet; thence N.00°04'43"E., 16.00 feet; thence S.89°55'17"E., 16.00 feet; thence S.00°04'43"W., 16.00 feet; thence S.89°55'17"E., 57.43 feet; thence N.00°04'43"E., 25.00 feet; thence S.89°55'17"E., 16.00 feet; thence S.00°04'43"W., 25.00 feet; thence S.89°55'17"E., 17.27 feet to the Point of Beginning. Bearings are based on Land Partition No. 23-03.

**EXHIBIT "A"**  
**PAGE 2 OF 2**

**TRACT 1249**

**PARCEL 3 LP 23-03**

**VACATED MAYWOOD DRIVE**

**Access Easement to Parcels 1-3 M04-24027**

**16.00' DRAINAGE EASEMENT M87-1748**

**25.00' BUILDING SETBACK BY TRACT 1080**

**30.00' PUBLIC ACCESS EASEMENT**

**16.00' PUBLIC STORM DRAINAGE EASEMENT**

**10.00' GAS EASEMENT M80-5069**

**P.O.B.**

**Dimensions and Bearings:**

- N89°58'00"E 197.31'
- S89°58'00"W 103.88'
- N00°02'00"W 12.00'
- S89°58'00"W 16.00'
- S00°02'00"E 12.00'
- S89°58'00"W 87.48'
- S00°12'57"E 227.11'
- N89°47'03"E 45.00'
- S89°47'03"W 45.00'
- S00°12'57"E 16.00'
- N00°12'57"W 521.00'
- S00°12'57"E 269.92'
- N00°04'43"E 16.00'
- S89°55'17"E 16.00'
- S00°04'43"W 16.00'
- N00°04'43"E 25.00'
- S89°55'17"E 16.00'
- S00°04'43"W 25.00'
- S89°55'17"E 17.27'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 8.00'
- S00°04'43"E 16.00'
- N00°04'43"W 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 14 195.62'
- S89°55'17"E 138.64'
- S89°55'17"E 57.43'
- S89°55'17"E 16.00'
- S00°04'43"W 16.00'
- S00°02'00"E 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 8.00'
- S00°04'43"E 16.00'
- N00°04'43"W 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 14 195.62'
- S89°55'17"E 138.64'
- S89°55'17"E 57.43'
- S89°55'17"E 16.00'
- S00°04'43"W 16.00'
- S00°02'00"E 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 8.00'
- S00°04'43"E 16.00'
- N00°04'43"W 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 14 195.62'
- S89°55'17"E 138.64'
- S89°55'17"E 57.43'
- S89°55'17"E 16.00'
- S00°04'43"W 16.00'
- S00°02'00"E 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 8.00'
- S00°04'43"E 16.00'
- N00°04'43"W 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 14 195.62'
- S89°55'17"E 138.64'
- S89°55'17"E 57.43'
- S89°55'17"E 16.00'
- S00°04'43"W 16.00'
- S00°02'00"E 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 8.00'
- S00°04'43"E 16.00'
- N00°04'43"W 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 14 195.62'
- S89°55'17"E 138.64'
- S89°55'17"E 57.43'
- S89°55'17"E 16.00'
- S00°04'43"W 16.00'
- S00°02'00"E 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 8.00'
- S00°04'43"E 16.00'
- N00°04'43"W 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 14 195.62'
- S89°55'17"E 138.64'
- S89°55'17"E 57.43'
- S89°55'17"E 16.00'
- S00°04'43"W 16.00'
- S00°02'00"E 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 8.00'
- S00°04'43"E 16.00'
- N00°04'43"W 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 14 195.62'
- S89°55'17"E 138.64'
- S89°55'17"E 57.43'
- S89°55'17"E 16.00'
- S00°04'43"W 16.00'
- S00°02'00"E 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 8.00'
- S00°04'43"E 16.00'
- N00°04'43"W 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 14 195.62'
- S89°55'17"E 138.64'
- S89°55'17"E 57.43'
- S89°55'17"E 16.00'
- S00°04'43"W 16.00'
- S00°02'00"E 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 8.00'
- S00°04'43"E 16.00'
- N00°04'43"W 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 14 195.62'
- S89°55'17"E 138.64'
- S89°55'17"E 57.43'
- S89°55'17"E 16.00'
- S00°04'43"W 16.00'
- S00°02'00"E 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 8.00'
- S00°04'43"E 16.00'
- N00°04'43"W 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 14 195.62'
- S89°55'17"E 138.64'
- S89°55'17"E 57.43'
- S89°55'17"E 16.00'
- S00°04'43"W 16.00'
- S00°02'00"E 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 8.00'
- S00°04'43"E 16.00'
- N00°04'43"W 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 14 195.62'
- S89°55'17"E 138.64'
- S89°55'17"E 57.43'
- S89°55'17"E 16.00'
- S00°04'43"W 16.00'
- S00°02'00"E 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 8.00'
- S00°04'43"E 16.00'
- N00°04'43"W 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 14 195.62'
- S89°55'17"E 138.64'
- S89°55'17"E 57.43'
- S89°55'17"E 16.00'
- S00°04'43"W 16.00'
- S00°02'00"E 16.00'
- N89°55'17"W 16.00'
- S00°04'43"W 16.00'
- N89°55'17"W 8.00'
- S

PUBLIC STORM DRAINAGE EASEMENT