

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

State of Oregon, Dept. of Forestry
Business Services Unit
2600 State Street, Bldg. E
Salem, OR 97310

GRANTEE:

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

2006-017162

Klamath County, Oregon



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08/25/2006 03:40:04 PM

Fee: \$36.00

EASEMENT FOR WATER LINE(S)

STATE OF OREGON (DEPARTMENT OF FORESTRY), 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 twenty (20') foot wide strip of land legally described and depicted on EXHIBIT A (2 pages), 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: a) pay for installing and connecting a 5/8" water meter connection to the water line within the easement area for the purpose of providing domestic water service to Grantor's adjacent property(ies); this installation shall include connecting Grantor's existing water supply line to the meter; b) pay the water connection System Development Charge (SDC) associated with the 5/8" service line; and c) if deemed necessary to assure adequate water pressure and volume to existing structures on Grantor's adjacent property(ies), pay the cost of constructing and installing a booster pump facility adequate to provide such service. Once the domestic water service connection is completed, water service will be provided by Grantee (in its capacity as a municipal water utility) in accordance with the Grantee's water service rules and regulations as currently exist or may in the future be amended, including, without limitation, the ongoing obligation of Grantor to pay for the water supplied. If the booster pump facility is installed, Grantor shall be responsible for all future operational, maintenance and repair costs associated with that facility once it has been deemed fully operational. 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 located in the SE 1/4, NE 1/4 of Section 7, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon (Tax Lot #3909-00700-01000) (the "Property"):
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's water line(s) or cause damage to them. Grantor retains the right to utilize the Easement Area for asphalt driveways, parking area and/or landscaping, except for trees that in Grantee's judgment would interfere with the water line(s). The use of Portland cement concrete in the Easement Area is prohibited, except for curbs and gutters. 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 reasonable 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 22nd day of August, 2006.

GRANTEE:
CITY OF KLAMATH FALLS

By: _____

Jeff Ball, City Manager

Attest: _____

Elisa D. Olson, City Recorder

GRANTOR:
STATE OF OREGON
DEPARTMENT OF FORESTRY

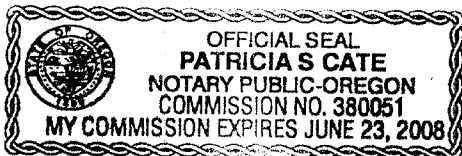
By: _____

Name: Clark W. Seely III

Title: Associate State Forester

STATE OF OREGON)
) ss.
County of Marion)

On 8/16/06, personally appeared Clark W. Seely III, who, being duly sworn, acknowledged to me that he is a representative of the State of Oregon, Department of Forestry, ("STATE"), that the foregoing instrument was signed on behalf of the STATE, that he is authorized to execute this instrument and that the foregoing instrument is the voluntary act and deed of the STATE.



WITNESS my hand and official seal.

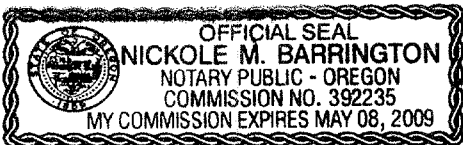
Patricia S. Cate
SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon

My Commission Expires 6/23/08

STATE OF OREGON)
) ss.
County of Klamath)

On the 22nd day of August, 2006, 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.

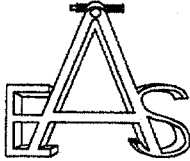


WITNESS my hand and official seal.

Nickole M. Barrington
SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon

My Commission Expires 5-8-2009



ANDERSON ENGINEERING AND SURVEYING, INC.
PROFESSIONAL ENGINEERS AND LAND SURVEYORS

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**Easement for Water Transmission Line
City of Klamath Falls, Oregon**

Oregon Department of Forestry

A strip of land 20' in width located in the SE ¼, NE ¼ of Section 7, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon; the centerline of which is more particularly described as follows:

Beginning at a point on the west right-of-way line of Delap Road; said point also bears S21°40'41"W – 2170.30 feet from the NE corner of said Section 7; thence following the centerline of the 20' easement along the following courses:

N50°14'59"W – 39.63 feet; N5°14'49"W – 276.31 feet; N27°44'49"W – 467.40 feet to the terminus of the easement on the south line of the NE ¼, NE ¼ of said Section 7. Said Termination Point bears S39°31'53"W – 1688.97 feet from the NE corner of Section 7.

Containing .36 Acres More or Less

