

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

Jack Rookstool  
5456 Liberty Avenue  
Klamath Falls, OR 97603

**GRANTEE:**

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

2006-018545

Klamath County, Oregon



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09/14/2006 03:51:05 PM

Fee: \$31.00

**EASEMENT FOR SEWER LINE(S)**

Jack Rookstool, 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 sewer line(s) and all necessary appurtenances in, into, upon, over, across and under a sixteen (16') foot wide strip of land legally described on EXHIBIT A, attached hereto and incorporated herein (the "Easement Area").

Additional terms of the Easement are as follows:

1. **Consideration.** Grantee has paid to Grantor the sum of \$0.00. The actual consideration for this transfer consists of or includes other property or value given which is a part of 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 (the "Property"): Lot 4, Block 39 of 2<sup>nd</sup> Addition to Klamath Falls according to the official plat thereof on file in the records of Klamath County, Oregon.
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said sewer 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 sewer 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 7th day of September, 2006.

**GRANTEE:**  
**CITY OF KLAMATH FALLS**

**GRANTOR:**  
**JACK ROOKSTOOL**

By: [Signature]  
Jeff Ball, City Manager

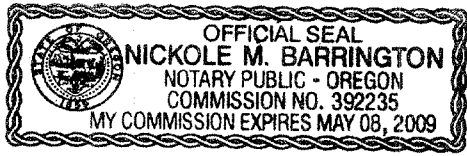
[Signature]  
Jack Rookstool

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

STATE OF OREGON            )  
  ) ss.  
County of Klamath         )

On the 7th day of September, 2006, personally appeared Jack Rookstool, and being first duly sworn, acknowledged said instrument to be his voluntary act and deed.

WITNESS my hand and official seal.

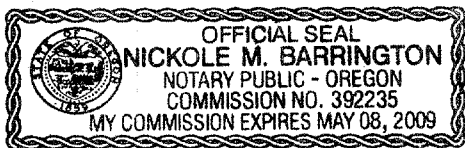


[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 5-8-2009

STATE OF OREGON            )  
  ) ss.  
County of Klamath         )

On the 8th day of September, 2006, personally appeared Jeff Ball and Shirley Kappas, who, each being first duly sworn, did say that the former is the City Manager and the latter is the Deputy 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"

**TRU SURVEYING, INC. LINE**  
2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691

DENNIS A ENSOR O.L.S  
JOHN HEATON L.S.I.T.

AUGUST 10, 2006

LEGAL DESCRIPTION

A 16 FOOT WIDE SANITARY SEWER EASEMENT BEING A PORTION OF LOT 4,  
BLOCK 39 OF "2<sup>ND</sup> ADDITION TO KLAMATH FALLS", SITUATED IN THE SW1/4  
NE1/4 OF SECTION 29, T38S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 16 FEET OF SAID LOT 4, BLOCK 39.

*Dennis A. Ensor*  
DENNIS A. ENSOR O.L.S. 2442

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Dennis A. Ensor*

OREGON  
JULY 25, 1880  
DENNIS A. ENSOR  
2442

EXPIRES 12/31/07