

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

2007-009517

Klamath County, Oregon



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05/25/2007 03:32:38 PM

Fee: \$41.00

GRANTOR:

William Adams
2810 Montelius Street
Klamath Falls, OR 97601

GRANTEE:

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

EASEMENT FOR SEWER/WATER LINE(S)

WILLIAM ADAMS, 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 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.** Grantee has paid to Grantor the sum of \$0.00, the receipt of which is hereby acknowledged by Grantee. 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, Lot 5 and Lot 6, Block 27 of Chelsea Addition to Klamath Falls, Oregon, situated in the SE¼ NE¼ of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, 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 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/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

Easement for sewer line - 1

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 9th day of May, 2007.

GRANTEE:
CITY OF KLAMATH FALLS

GRANTOR:
WILLIAM ADAMS

By: Jeff Ball
Jeff Ball, City Manager

William L. Adams
William Adams

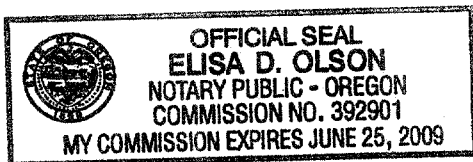
Attest: Elisa D. Olson
Elisa D. Olson, City Recorder

{Corporate}

By: _____
[Name/Title:] _____

STATE OF OREGON)
County of Klamath) ss.

On the 7th day of May, 2007, personally appeared William Adams, and being first duly sworn, acknowledged said instrument to be their voluntary act and deed.



WITNESS my hand and official seal.
Elisa D. Olson
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 6-25-09

STATE OF _____)
County of _____) ss.

On _____, 2007, personally appeared _____, who, being first duly sworn, did acknowledge that he is the _____ of _____, that the foregoing instrument was signed on behalf of _____, that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC
Notary Public for _____
My Commission Expires: _____

STATE OF OREGON)
County of Klamath) ss.

On the 9th day of May, 2007, 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.

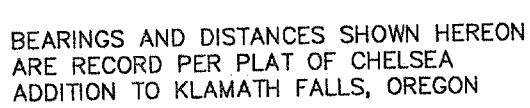
WITNESS my hand and official seal.




Shirley F. Kappas
SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon

My Commission Expires: 9-10-09



<div style="display: flex; align-items: center;">  <div> <h1 style="margin: 0;">ADKINS</h1> <p style="margin: 0;">CONSULTING ENGINEERS, INC.</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <p>2950 Shasta Way · Klamath Falls, Oregon 97603 · (541) 884-4666 · FAX (541) 884-5335</p> <p>Klamath Falls, OR · Medford, OR · Alturas, CA</p> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <p>MAR., 2007</p> <p>EASEMENT</p> <p>2574-01</p> </div>	<h2 style="margin: 0;">SKETCH SHOWING EASEMENT LOCATION</h2>
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Description for Sewer Line Easement

A strip of land 16.00 feet in width situated in the SE¼ NE¼ of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Lot 4, Lot 5 and Lot 6, Block 27 of Chelsea Addition to Klamath Falls, Oregon; the southwesterly side line of said strip being the southwesterly lines of said Lots 5 and 6 and the northeasterly side line of said strip being a line parallel to and 16.00 feet distant, when measured at a right angle, from the southwesterly line of said Lot 6 and the southeasterly prolongation thereof of and the southwesterly line of said Lot 5 and the northwesterly prolongation thereof, said sidelines terminating on the north right of way line of Pinedo Avenue and on the east right of way line of Lindberg Street, containing 1930 square feet, more or less.

March 2, 2007
2574-04

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
DECEMBER 15, 1978
DOUGLAS E. ADKINS
1794

RENEWAL DATE 12/31/07