

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

2007-014228

Klamath County, Oregon



00028979200700142280050059

08/13/2007 01:51:54 PM

Fee: \$41.00

GRANTOR:

Dennis and Shireen Murphy
6909 Henley Road
Klamath Falls, OR 97603

GRANTEE:

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

EASEMENT FOR STORM-WATER DISCHARGE LINE(S)

DENNIS J. MURPHY AND SHIREEN L. MURPHY, Grantor, in consideration of the terms and conditions of this Easement, the sufficiency of which is hereby acknowledged, do 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 underground municipal storm-water discharge line(s), and all necessary appurtenances, in, into, upon, over, across and under a twenty (20) foot wide strip of land extending southeasterly from Grantee's Airport property to a discharge point at the U.S. Bureau of Reclamation "I-C Drain," and 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 \$400.00, the receipt of which is hereby acknowledged by Grantee. Grantee shall bear the costs of recording this instrument.

2. **Property Burdened.** The Easement Area lies within the real property owned by Grantor that is legally described as follows (the "**Property**"):

Township 39, Range 9 EWM, Block Section 23, Tract portion West ½ East ½ south of the Burlington Northern Railroad tracks (Tax Lot No. R-3909-02300-01100-000)

3. **Restrictions.** Grantor shall not erect any buildings or structures or plant any trees or shrubs within the Easement Area that would inhibit access to Grantee's said storm-water line(s) or cause damage to it. Grantor retains the right to utilize the Easement Area for livestock grazing and agricultural crop farming. Grantor agrees that any other use of the Easement Area or the ingress/egress area permitted herein 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 Easement Area and the Property 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 or business. Grantor acknowledges that Grantee will be installing a gate in the Airport perimeter fence at the northerly end of the Easement Area to provide access from Grantee's Airport property to the Easement Area.

6. **Easement Use and Restoration of Property.** Grantee agrees place the discharge line(s) underground and 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 the condition that 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, or other improvements and vegetation 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 6th day of August, 2007.

GRANTEE:
CITY OF KLAMATH FALLS

By: Jeff Ball
Jeff Ball, City Manager

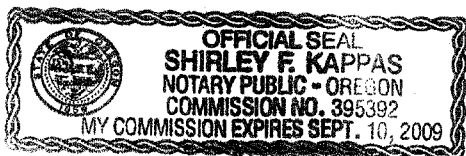
Attest: Elisa D. Olson
Elisa D. Olson, City Recorder

GRANTOR:

Dennis J. Murphy
Dennis J. Murphy
Shireen L. Murphy
Shireen L. Murphy

STATE OF OREGON)
) ss.
County of Klamath)

On the 6th day of August, 2007, personally appeared Dennis J. Murphy and Shireen L. Murphy, and being first duly sworn, acknowledged said instrument to be their voluntary act and deed.

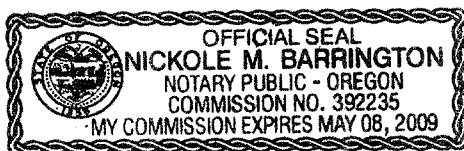


WITNESS my hand and official seal.

Shirley F. Kappas
SIGNATURE OF NOTARY PUBLIC
Notary Public for OR
My Commission Expires: 9-10-09

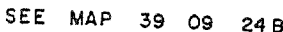
STATE OF OREGON)
) ss.
County of Klamath)

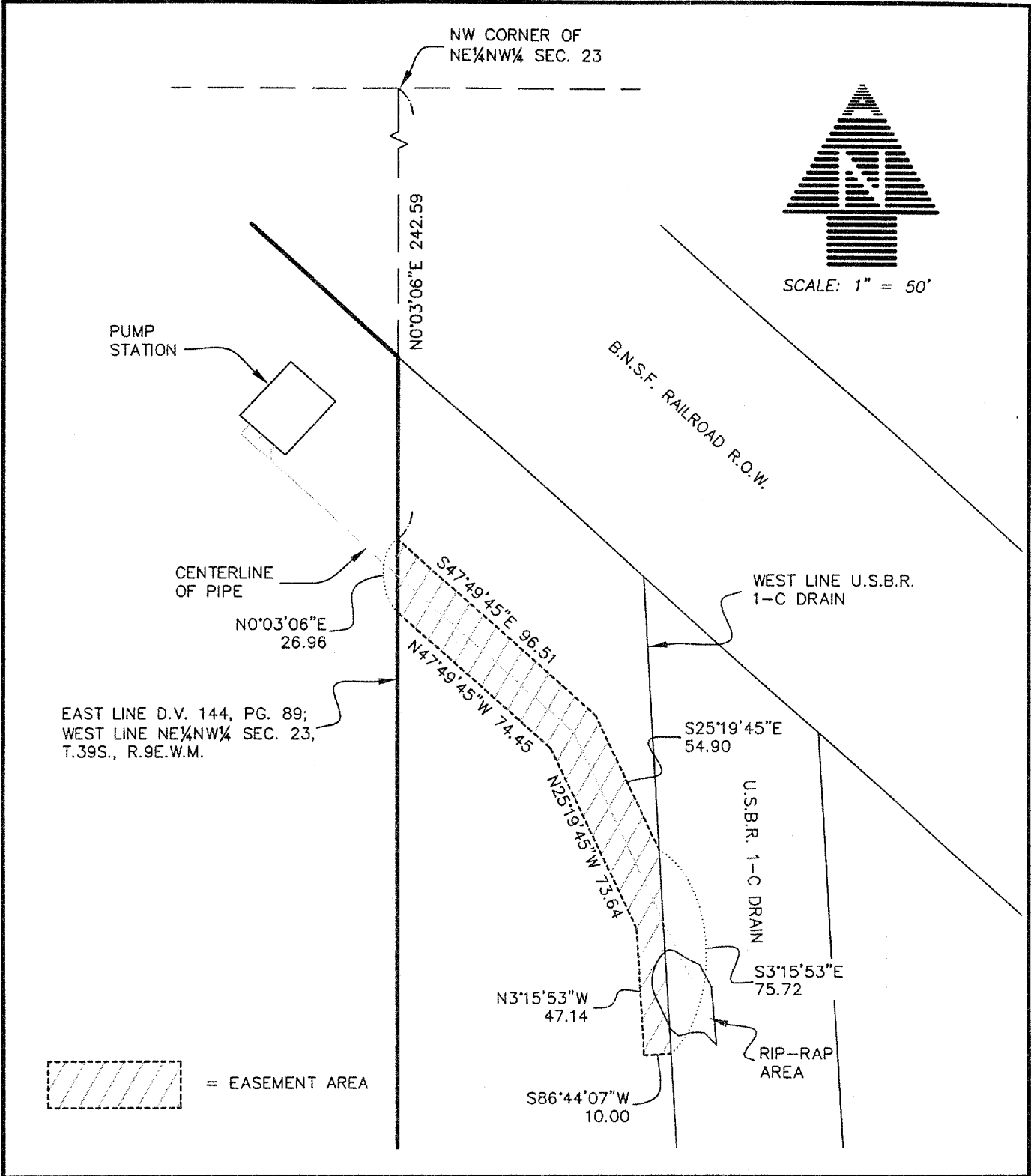
On the 6th day of August, 2007, personally appeared Jeff Ball and Elisa D. Olson, who, each being first duly sworn, did say that the former is the City Manager and the latter is the City Recorder of the City of Klamath Falls, an Oregon municipal corporation, and that the instrument was signed on behalf of said municipal corporation; and each of them acknowledged said instrument to be its voluntary act and deed.




WITNESS my hand and official seal.

Nickole M. Barrington
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2009







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ENGINEERS, INC.

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Klamath Falls, OR · Medford, OR · Alturas, CA

JULY 11, 2007 EASEMENT

**SKETCH OF
EASEMENT**

**NE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 23
T.39S., R.9E.W.M.**

DESCRIPTION FOR EASEMENT

A tract of land situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the east line of that parcel described in Deed Volume 144, Page 89, Deed Records of Klamath County, Oregon, said point being on the west line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 23 from which the northwest corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ bears North 00°03'06" East 242.59 feet; thence South 47°49'45" East 96.51 feet; thence South 25°19'45" East 54.90 feet to the west line of the U.S.B.R. 1-C Drain; thence along said west line South 3°15'53" East 75.72 feet; thence leaving said west line South 86°44'07" West 10.00 feet; thence North 3°15'53" West 47.14 feet; thence North 25°19'45" West 73.64 feet; thence North 47°49'45" West 74.45 feet to the west line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence along said west line North 00°03'06" East 26.96 feet to the point of beginning with bearings based on County Survey 4324.

July 13, 2007