

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

2008-000564

Klamath County, Oregon



00038475200800005640170171

01/14/2008 03:14:49 PM

Fee: \$101.00

GRANTOR:

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

EASEMENT FOR SEWER/WATER LINE(S)

The City of Klamath Falls, Oregon, a municipal corporation, 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 persons and entity listed below (collectively, the Grantee), a perpetual, non-exclusive easement for the purpose of installing, inspecting, repairing, maintaining, altering and operating Grantee's private sewer line and all necessary appurtenances in, into, upon, over, across and under a fifteen (15) foot wide strip of land legally described and depicted on EXHIBIT A, attached hereto and incorporated herein (the "**Easement Area**").

GRANTEES: David J. Danforth and Regina C. Danforth ("Danforths"), Allan Murray ("Murray"), Wayne A. Connors and Pamela J. Connors ("Connors"), Frederick M. Cooper and Lisa M. Cooper ("Coopers") and Lakeshore Gardens Drainage District ("District")

Additional terms of the Easement are as follows:

1. **Consideration.** Grantee has paid to Grantor the sum of \$0.00. However, 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 as follows (the "**Property**"):
 - a. Lot 57, Lakeshore Gardens, Klamath County Oregon pursuant to a deed recorded at M76-1892, Klamath County Deed Records (Tax Lot #R-3808-025DA-00100-000); and
 - b. The Southwesterly portion of a parcel owned by Grantor pursuant to a deed recorded at M75-531 and 532 (Tax Lot #R-3809-03000-00100-000, and fully described in Exhibit B).
3. **Properties Benefitted.** This Easement is appurtenant to the real properties owned by Grantee described as follows:
 - a. Lot 1, Lakeshore Gardens owned by Danforths pursuant to a deed recorded at Volume M94, Page 24270, Klamath County Deed Records;
 - b. Lot 2, Lakeshore Gardens owned by Murray pursuant to a deed recorded at Volume M01, Page 30917, Klamath County Deed Records;
 - c. Lots 3B and 4B, Lakeshore Gardens owned by Connors pursuant to a deed recorded at Volume M03, Page 43920, Klamath County Deed Records;

- d. Lot 5B, Lakeshore Gardens owned by Coopers pursuant to a deed recorded at Volume M05-10362, Klamath County Deed Records; and
- e. Tax Lot# R-3808-025DA-00200-000 owned by District pursuant to a deed recorded at Volume 103, Page 265, Klamath County Deed Records.

The properties of Grantee are depicted on attached Exhibit "C."

4. **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 and gutters and/or landscaping. Grantor agrees that any other use of the Easement Area permitted by Grantor shall not interfere with Grantee's use and enjoyment of those areas as authorized herein.

5. **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.

6. **Entry.** This easement shall include the right of ingress and egress over 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 and business.

7. **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 the 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. Grantee further agrees to abide by the terms and conditions of that certain "Restrictive Covenant and Agreement for Sanitary Wastewater Service for Lots 1, 2, 3B, 4B, and 5B of the Lakeshore Gardens Subdivision and Certain Property Owned by the Lakeshore Gardens Drainage District" recorded at 2007-019092 in the records of Klamath County. The Restrictive Covenant requires, among other things, that Grantee herein keep the sewer line in good and sufficient repair and be responsible for all costs associated with the installation, operation, repair and replacement of the sewer line.

8. **Duration and Abandonment.** This Easement shall be perpetual. However, in the event it is not used by any of Grantees for a period of one year continuously, or if otherwise abandoned by all of Grantees, then this Easement shall automatically expire and Grantees, and each of them, shall, upon request by Grantor, execute a recordable document evidencing such expiration and termination; provided, however, Grantee shall have five years from the date of this Easement to connect the first residence to the private sewer line.

9. **Exceptions.** This Easement is granted subject to all prior easements or encumbrances on the Property.

10. This Easement, and the rights and obligations granted and imposed herein, shall run with the Property and the properties of Grantee, including any division or partition of the Property or Grantee's properties. The rights, covenants and obligations of this Easement shall bind, burden and/or benefit all subsequent purchasers of the Property and the properties of Grantee, the Grantee, and the heirs, successors and assigns of both Grantor and Grantee.

11. This Easement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

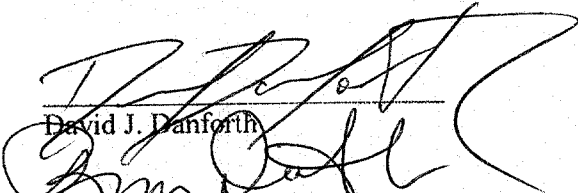
IN WITNESS WHEREOF, We have hereunto set our hands on the dates indicated below.

GRANTOR:
CITY OF KLAMATH FALLS

By: _____
Jeff Ball, City Manager

Attest: _____
Elisa D. Olson, City Recorder

GRANTEES:



David J. Danforth



Regina C. Danforth

Allan Murray

Wayne A. Connors

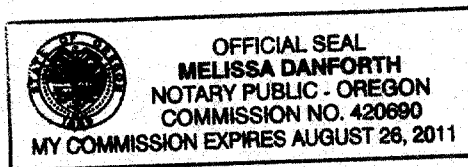
Pamela J. Connors

Frederick M. Cooper

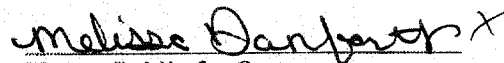
Lisa M. Cooper

Lakeshore Gardens Drainage District

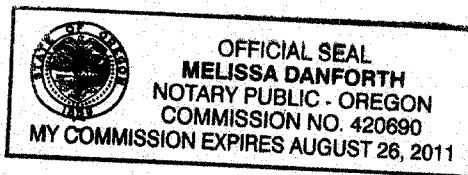
STATE OF OREGON)
) ss.
County of Klamath)



David J. Danforth personally appeared before me this 13 day of November 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.



Notary Public for Oregon
My Commission expires: 8-26-11



STATE OF OREGON)
) ss.
County of Klamath)

Regina C. Danforth personally appeared before me this 13 day of November 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be her voluntary act.

Melissa Danforth *
Notary Public for Oregon
My Commission expires: 8-26-11

STATE OF OREGON)
) ss.
County of Klamath)

Allan Murray personally appeared before me this ____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

Wayne A. Connors personally appeared before me this ____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

Pamela J. Connors personally appeared before me this ____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be her voluntary act.

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

Frederick M. Cooper personally appeared before me this ____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for Oregon
My Commission expires: _____

IN WITNESS WHEREOF, We have hereunto set our hands on the dates indicated below.

GRANTOR:
CITY OF KLAMATH FALLS

By: _____
Jeff Ball, City Manager

Attest: _____
Elisa D. Olson, City Recorder

GRANTEES:

David J. Danforth

Regina C. Danforth

x _____
Allan Murray

Wayne A. Connors

Pamela J. Connors

Frederick M. Cooper

Lisa M. Cooper

Lakeshore Gardens Drainage District

STATE OF OREGON)
) ss.
County of Klamath)

David J. Danforth personally appeared before me this _____ day of _____ 2007, the
above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for Oregon
My Commission expires: _____

KF EASEMENT FOR SEWER LINES

STATE OF OREGON)

) ss.

County of Klamath)

Regina C. Danforth personally appeared before me this _____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be her voluntary act.

Notary Public for Oregon

My Commission expires: _____

STATE OF OREGON)

) ss.

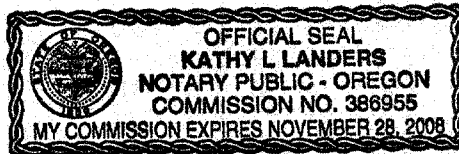
County of Klamath)

Allan Murray personally appeared before me this 31st day of December 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Kathy L Landers

Notary Public for Oregon

My Commission expires: 11-28-2008



STATE OF OREGON)

) ss.

County of Klamath)

Wayne A. Connors personally appeared before me this _____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for Oregon

My Commission expires: _____

STATE OF OREGON)

) ss.

County of Klamath)

Pamela J. Connors personally appeared before me this _____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be her voluntary act.

Notary Public for Oregon

My Commission expires: _____

STATE OF OREGON)

) ss.

County of Klamath)

Frederick M. Cooper personally appeared before me this _____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for Oregon

KF EASEMENT FOR SEWER LINE

IN WITNESS WHEREOF, We have hereunto set our hands on the dates indicated below.

GRANTOR:
CITY OF KLAMATH FALLS

By: _____
Jeff Ball, City Manager

Attest: _____
Elisa D. Olson, City Recorder

GRANTEES:

David J. Danforth

Regina C. Danforth

Allan Murray

Wayne A. Connors

Wayne A. Connors

Pamela J. Connors

Pamela J. Connors

Frederick M. Cooper

Lisa M. Cooper

Lakeshore Gardens Drainage District

STATE OF OREGON)
) ss.
County of Klamath)

David J. Danforth personally appeared before me this ____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

Regina C. Danforth personally appeared before me this _____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be her voluntary act.

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

Allan Murray personally appeared before me this _____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

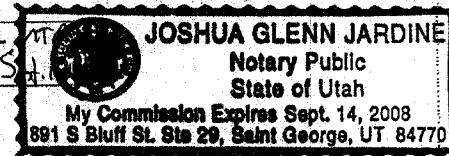
Notary Public for Oregon
My Commission expires: _____

STATE OF ~~OREGON~~ UTAH)
) ss.
County of ~~Klamath~~ Washington)

Wayne A. Connors personally appeared before me this 9 day of October 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Wayne A. Connors

Notary Public for Oregon
My Commission expires: _____

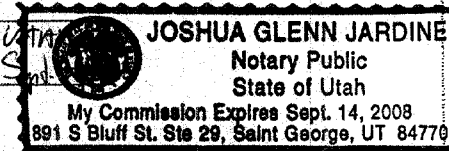


STATE OF ~~OREGON~~ UTAH)
) ss.
County of ~~Klamath~~ Washington)

Pamela J. Connors personally appeared before me this 9 day of October 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be her voluntary act.

Pamela J. Connors

Notary Public for Oregon
My Commission expires: _____



STATE OF OREGON)
) ss.
County of Klamath)

Frederick M. Cooper personally appeared before me this _____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for Oregon
My Commission expires: _____

IN WITNESS WHEREOF, We have hereunto set our hands on the dates indicated below.

**GRANTOR:
CITY OF KLAMATH FALLS**

By: _____
Jeff Ball, City Manager

Attest: _____
Elisa D. Olson, City Recorder

GRANTEES:

David J. Danforth

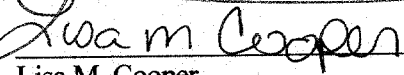
Regina C. Danforth

Allan Murray

Wayne A. Connors

Pamela J. Connors

Frederick M. Cooper



Lisa M. Cooper

Lakeshore Gardens Drainage District

STATE OF OREGON)
) ss.
County of Klamath)

David J. Danforth personally appeared before me this ____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

Regina C. Danforth personally appeared before me this ____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be her voluntary act.

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

Allan Murray personally appeared before me this ____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

Wayne A. Connors personally appeared before me this ____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for Oregon
My Commission expires: _____

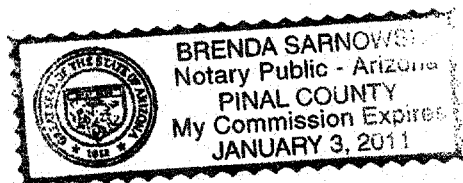
STATE OF OREGON)
) ss.
County of Klamath)

Pamela J. Connors personally appeared before me this ____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be her voluntary act.

Notary Public for Oregon
My Commission expires: _____

STATE OF ^{Arizona} ~~OREGON~~)
) ss.
County of ^{Pinal} ~~Klamath~~)

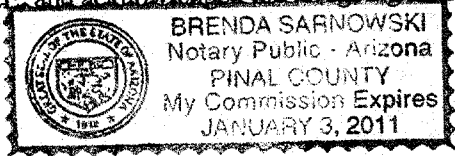
X Frederick M. Cooper personally appeared before me this 8 day of OCTOBER 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.



Notary Public for ~~Oregon~~ ^{Arizona}
My Commission expires: 1/3/11

STATE OF ~~OREGON~~ ^{Arizona})
County of ~~Klamath~~ ^{Pinal}) ss.

Lisa M. Cooper personally appeared before me this 8 day of OCTOBER 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be her voluntary act.



Notary Public for Oregon RE 12
My Commission expires: 1/3/11

STATE OF OREGON)
County of Klamath) ss.

On _____, 2007, personally appeared _____, who, being duly sworn, acknowledged to me that he/she is the representative for Lakeshore Gardens Drainage District that the foregoing instrument was signed on behalf of Lakeshore Gardens Drainage District, that he/she is authorized to execute this instrument and that the foregoing instrument is the voluntary act and deed of Lakeshore Gardens Drainage District.

Notary Public for Oregon
My Commission expires: _____

IN WITNESS WHEREOF, We have hereunto set our hands on the dates indicated below.

GRANTOR:
CITY OF KLAMATH FALLS

By: _____
Jeff Ball, City Manager

Attest: _____
Elisa D. Olson, City Recorder

GRANTEES:

David J. Danforth

Regina C. Danforth

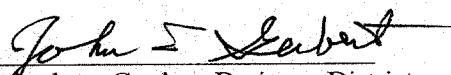
Allan Murray

Wayne A. Connors

Pamela J. Connors

Frederick M. Cooper

Lisa M. Cooper



Lakeshore Gardens Drainage District

STATE OF OREGON)
) ss.
County of Klamath)

David J. Danforth personally appeared before me this ____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be his voluntary act.

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

Lisa M. Cooper personally appeared before me this _____ day of _____ 2007, the above-named GRANTEE, and acknowledged the foregoing instrument to be her voluntary act.

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

On Nov. 7, 2007, personally appeared Sohn Gerbert, who, being duly sworn, acknowledged to me that he/she is the representative for Lakeshore Gardens Drainage District that the foregoing instrument was signed on behalf of Lakeshore Gardens Drainage District, that he/she is authorized to execute this instrument and that the foregoing instrument is the voluntary act and deed of Lakeshore Gardens Drainage District.



Shirley F. Kappas
Notary Public for Oregon
My Commission expires: 9-10-09

SEWER EASEMENT

A parcel of land situated in the SE1/4 of Section 25 and the SW1/4 of Section 30, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the southwest corner of lot 57 of Lake Shore Gardens, as recorded at the Klamath County Clerks office; thence along the northerly right-of-way line of Lakeshore Drive, along the arc of a 538.70 foot radius curve to the right, through a central angle of $9^{\circ}56'59''$ (the long chord of which bears North $86^{\circ}31'13''$ East, 93.43 feet) an arc distance of 93.55 feet; thence leaving said northerly right-of-way line, North $00^{\circ}25'53''$ East, 15.00 feet; thence along the arc of a 553.70 foot radius curve to the left, through a central angle of $9^{\circ}39'23''$ (the long chord of which bears South $86^{\circ}38'17''$ West, 93.21 feet) an arc distance of 93.32 feet, being 15.00 feet and northerly of said northerly right-of-way line; thence along the westerly line of said Lot 57, South $01^{\circ}12'57''$ West, 15.21 to the point of beginning. Basis of bearings is grid north of the Oregon Coordinate System of 1983, South Zone.

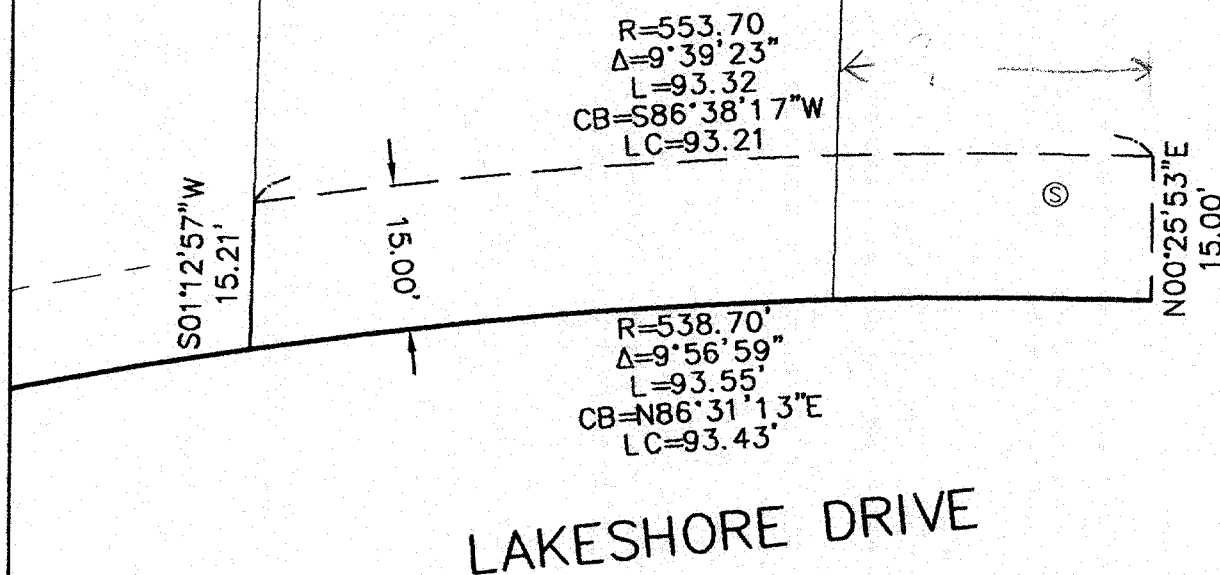
Containing 1401 square feet, more or less.

Exhibit "A" page 1 of 2

LAKE SHORE
GARDENS
LOT 57



1"=20'



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Keith R. Rhine

OREGON
JULY 11, 2000
KEITH R. RHINE
58985

RENEWAL DATE: 12-31-08

R-C
RHINE-CROSS
GROUP

RHINE-CROSS GROUP LLC

ENGINEERING - SURVEYING - PLANNING
430 WALNUT AVE - P.O. BOX 909
KLAMATH FALLS, OREGON 97601

Phone: (541) 851-9405

Fax: (541) 273-9200

admin@rc-grp.com

Exhibit "A" page 2 of 2

34

Beginning at the southwest corner of section thirty (30) Township Thirty-eight South, Range Nine East (T.39 S.R.9E) of Willamette Meridian, Oregon; THENCE east along the section line between sections thirty (30) and thirty-one (31), 40 chains to the quarter section corner between sections 30 and 31; THENCE North twelve degrees and thirty minutes west (N.12°30' W) 36.51 chains to point on south boundary line of the Rock Creek highway; THENCE following said south line of the Rock Creek highway S.56°45' W. 10 chains; THENCE N. 87°W. 14.85 chains; THENCE N. 77°25' W. 9.27 chains to the township line between sections 25 and 30; THENCE S. 0° 53' W. along the township line 32.88 chains to the place of beginning, containing 114.36 acres, more or less, subject to all existing contracts heretofore made by the grantors with the United States; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all our estate, right, title and interest, in and to the same, including downer and claim of dower.

Exhibit "B"

REVISED 4-18-07

THIS INFO WAS PREPARED FOR
ASSESSMENT PURPOSES ONLY

380825DA

