

Returned @ Counter

2008-007978

Klamath County, Oregon

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601



00047193200800079780040041

06/02/2008 11:22:16 AM

Fee: \$36.00

GRANTOR:

William D. & Becky J. Pennington
92134 Water USCRS Lane
Lakeview, OR 97630

GRANTEE:

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

EASEMENT FOR WATER LINE(S)

WILLIAM D. PENNINGTON and BECKY J. PENNINGTON, ("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 municipal water line(s) and all necessary appurtenances in, into, upon, over, across and under a sixteen (16') foot wide strip of land legally described as follows and depicted on EXHIBIT A, attached hereto and incorporated herein (the "Easement Area"):

A strip of land 16.00 feet in width situated in the SE¼ NE¼ of Section 30, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being 8.00 feet on each side of the following described centerline:

Beginning at a point on the south right of way line of California Avenue, said point being 8.00 feet northwesterly from the centerline of vacated Thrall Street, measured perpendicularly; thence extending southwesterly 8.00 feet from and parallel with said centerline to the south end of said vacated Thrall Street; the side lines of said strip to be extended or shortened to terminate on the beginning and ending lines.

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.
2. **Property Burdened.** The Easement Area lies within the real property owned by Grantor that is legally described in EXHIBIT B, attached hereto and incorporated herein (the "Property"):
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said water 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 and shrubs that in Grantee's judgment would interfere with the water line(s). 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 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.

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 21st day of ^{May}~~April~~, 2008.

GRANTEE:
CITY OF KLAMATH FALLS

By: Jeff Ball
Jeff Ball, City Manager

Attest: Shirley Kappas
~~Elica D. Olson, City Recorder - Deputy~~
Shirley Kappas

STATE OF OREGON)
 LAKE) ss.
County of ~~Klamath~~)

On the 7 day of May, 2008, personally appeared William D. Pennington and Becky J. Pennington, and being first duly sworn, acknowledged said instrument to be their voluntary act and deed.



GRANTOR:

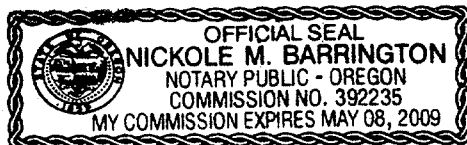
William D. Pennington
William D. Pennington
Becky J. Pennington
Becky J. Pennington

WITNESS my hand and official seal.

Monica Weidner
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: June 12, 2010

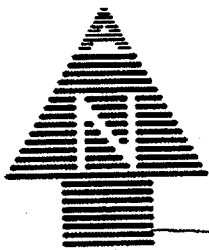
STATE OF OREGON)
) ss.
County of Klamath)

On the 19th day of May, 2008, personally appeared Jeff Ball and ^{Shirley Kappas}~~Elica 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.

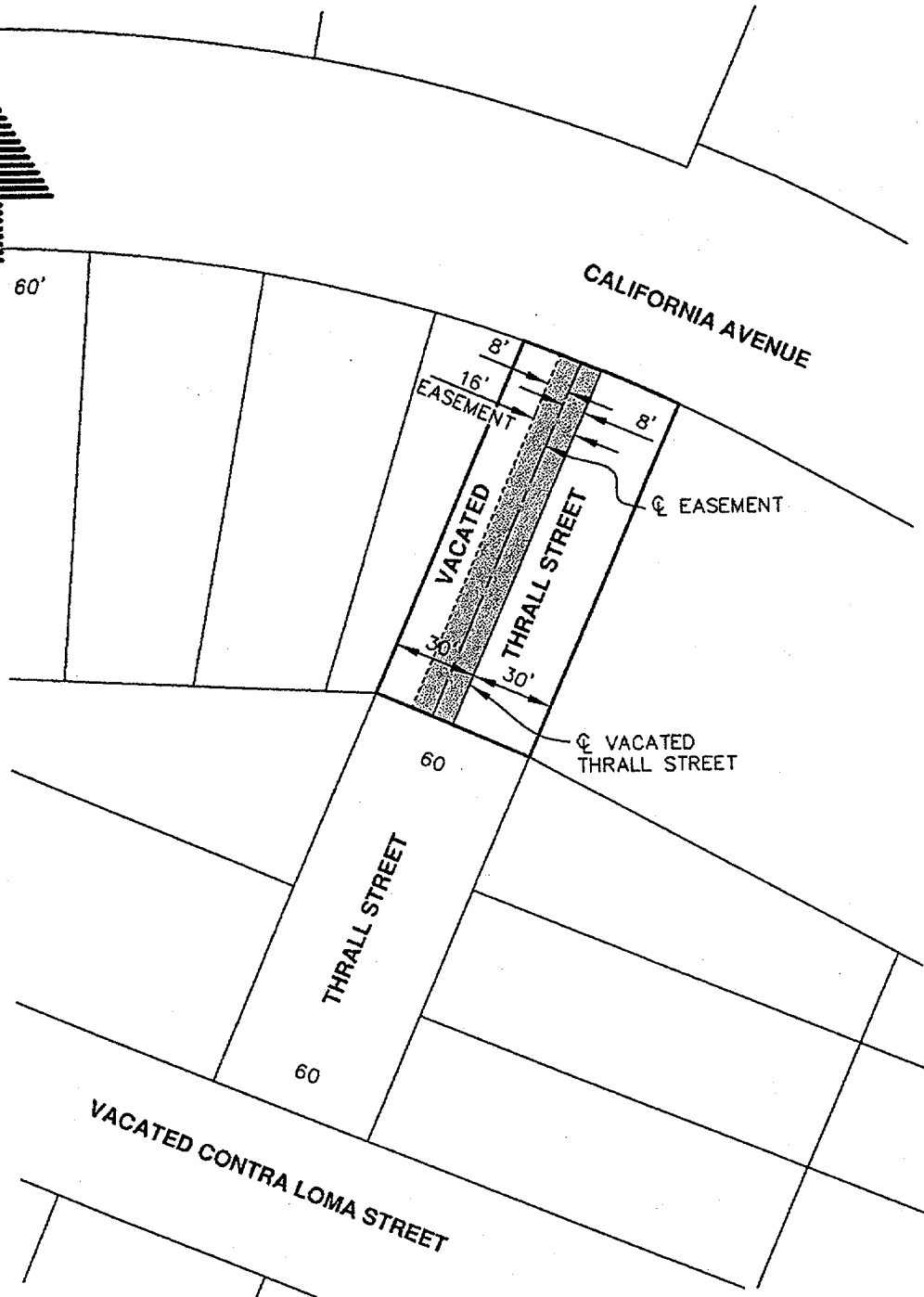


WITNESS my hand and official seal.

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



SCALE: 1" = 60'



ADKINS



CONSULTING ENGINEERS, INC. Engineers ▲ Planners ▲ Surveyors
2950 Shasta Way · Klamath Falls, Oregon 97603 · (541) 884-4666 · FAX (541) 884-5335
Klamath Falls, OR · Medford, OR · Alturas, CA

APRIL 10, 2008

EASEMENT SKETCH

2186-03

EXHIBIT 'A'

LOCATION OF EASEMENT FOR WATER LINE
ON VACATED PORTION OF THRALL STREET

IN THE SE¼NE¼ SEC. 30, T38S, R9EWM
KLAMATH COUNTY, OREGON

Parcel 1:

A tract of land being a portion of Lot 12 and vacated Thrall Street, Block 121 of BUENA VISTA ADDITION to the City of Klamath Falls, Oregon, more particularly described as follows:

Commencing at the Southwest corner of said Lot 12; thence South 88 degrees 33' 49" East 20.37 feet to the "true point of beginning" of this description; thence North 15 ° 36' 08" East 144.57 feet to the North line of said Lot 12; thence along said North line of Lot 12 on the arc of a 574.87 foot radius curve to the right (chord = South 72 degrees 44' 14" East 33.32 feet) 33.32 feet to the Northeast corner of said Lot 12; thence along the South line of California Avenue on the arc of a 574.87 foot radius curve to the right (chord = South 69 degrees 34' 52" East 30.01 feet) 30.02 feet to the center line of Thrall Street; thence along said center line of Thrall Street South 21 degrees 59' 20" West 140.82 feet; thence North 68 degrees 00' 40" West 30.00 feet to the Westerly line of said Thrall Street and the Southeast corner of said Lot 12; thence along the South line of said Lot 12 North 88 degrees 33' 49" West 18.29 feet to the true point of beginning.

TOGETHER WITH the Easterly 2.00 feet of the following described tract of land, being parcel 2004 as shown on record of Survey 5053.

A parcel of land situated in Lot 11 and Lot 12 in Block 121, BUENA VISTA ADDITION, more particularly described as follows:

Beginning at the Southeast corner of said Lot 11; thence along the South line of said Lot 12 South 88 degrees 33' 49" East 20.37 feet; thence North 15 degrees 36' 08" East 144.57 feet to the North line of said Lot 12; thence along said North line of Lot 12 on the arc of a 574.87 foot radius curve to the left (chord = North 75 degrees 43' 38" West 26.68 feet) 26.68 feet to the Northeast corner of said Lot 11; thence along the North line of said Lot 11 on the arc of a 574.87 foot radius curve to the left (chord = North 78 ° 53' 01" West 36.66 feet) 36.66 feet; thence South 09 degrees 17' 22" West 153.70 feet to the South line of said Lot 11; thence along the South line of said Lot 11 South 88 ° 33' 49" East 27.39 feet to the point of beginning.

Parcel 2:

A parcel of land situated in Lot 11 and Lot 12 in Block 121, BUENA VISTA ADDITION, shown as Parcel 2004 by recorded Survey 5053, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Lot 11, thence along the South line of said Lot 12 South 88 degrees 33' 49" East 20.37 feet, thence North 15 degrees 36' 08" East 144.57 feet to the North line of said Lot 12, thence along said North line of Lot 12 on the arc of a 574.87 foot radius curve to the left (chord = North 75 degrees 43' 38" West 26.68 feet) 26.68 feet to the Northeast corner of said Lot 11, thence along the North line of said Lot 11 on the arc of a 574.87 foot radius curve to the left (chord = North 78 degrees 53' 01" West 36.66 feet) 36.66 feet, thence South 09 degrees 17' 22" West 153.70 feet to the South line of said Lot 11, thence along the South line of said Lot 11 South 88 degrees 33' 49" East 27.39 feet to the point of beginning.

(legal description continued)

EXCEPTING THEREFROM the Easterly 2 feet of the above described parcel.

Parcel 3:

A tract of land being a portion of Lot 14, Block 121, of BUENA VISTA ADDITION to the City of Klamath Falls, Oregon, more particularly described as follows:

Said Lot 14, EXCEPTING THEREFROM the Northerly 2.00 feet.

Parcel 4:

A tract of land being Lot 13 and a portion of Lot 14, Block 121 of BUENA VISTA ADDITION to the City of Klamath Falls, Oregon, more particularly described as follows:

Said Lot 13 and the Northerly 2.00 feet of said Lot 14.