

2008-010991

Klamath County, Oregon



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08/04/2008 09:26:49 AM

Fee: \$46.00

AFTER RECORDING RETURN TO:

Heather M. Walloch
Gartland, Nelson, et al.
P.O. 11230
Eugene, OR 97440-3430

EASEMENT

DATE: July 24, 2008

PARTIES:

MARK KEITH ("Grantor")
P.O. Box 339
Bend, OR 97709

and

CENTRAL CASCADES FIRE & EMS ("Grantee")
20400 Crescent Lake Highway
Crescent Lake, OR 97425

RECITALS:

A. Grantor is the fee owner of the properties described on Exhibit A, which are referenced herein as "Lot 17" and "Lot 19", respectively.

B. Grantor wishes to grant to Grantee an easement allowing access for construction, repair, and replacement of an underground waterline within the area shown on Exhibit B for the purpose of carrying water to a fire hydrant located along Highway 58 roughly adjacent to Lot 17.

AGREEMENTS:

1. **Recitals.** The above Recitals are deemed true and are incorporated herein.

2. **Grant of Easement.** Grantor hereby grants to Grantee a perpetual non-exclusive access easement through Lots 17 and 19 for the purpose of allowing access for construction, repair, and replacement of an underground waterline within the area shown on Exhibit B for the purpose of carrying water to a fire hydrant located along Highway 58 roughly adjacent to Lot 17 (the "Easement"). The Easement starts at Lot 17's northernmost corner connected to Highway 58 and extends from that point along Lot 17's northernmost boundary until that boundary connects with the southernmost tip of Lot 19, then the Easement runs generally north along Lot 19's western boundary line up until that line connects with Crescent Moon Drive. The width of the Easement is 6'. This easement description, in its entirety, is referred to herein as the "Easement Area."

3. **Reservation.** Grantor reserves the right to use the portion of the property subject to this Easement for any lawful use not interfering with the Grantee's rights.

4. **Waterline Costs and Timeline.**

4.1. Grantee shall be responsible to make all arrangements and pay all costs associated with access for, installation of, construction, repair, and replacement of the waterline within the Easement (the "Waterline"), such to be in compliance with all applicable laws and regulations. Once Grantee commences work within the Easement, Grantee must complete all such work within a reasonable period of time and leave the Easement Area in at least as good condition as it was in prior to such work commencing. All costs to accomplish this will be paid by Grantee.

4.2. Grantee shall be responsible for all costs associated with any repair, upkeep, maintenance, and/or removal of the Waterline as it affects Lots 17 and 19, and for any damages incurred as a result of the Waterline or the work performed at Grantee's instruction as described herein.

5. **Snow Clearance.** Neither Grantor nor Grantee assumes any responsibility herein to keep the Easement Area plowed or otherwise free of snow. Grantor may keep the Easement Area free of snow at Grantor's discretion but is in no way required or committed to do so.

6. **Consideration.** The easement granted by Grantor herein is given without monetary consideration, but is given for consideration of increased fire and safety protection that this easement will allow Grantee to provide to Grantor and Lots 17 and 19.

7. **Indemnification.** Grantee shall indemnify Grantor for any liability, claims, damages or costs incurred by Grantor relating to the easements granted hereunder, including but not limited to, as a result of the Waterline, or the work performed at Grantee's instruction as described herein.

8. **Real Property Taxes.** The owner holding fee title of the real property shall pay when due all real property taxes, assessments, or other charges against the land to which the owner holds fee title.

9. **Effect of the Agreement.** The rights and obligations granted under this Agreement shall run with the land as to all property burdened and benefited by this Agreement, including any division or partition of such property. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit each parties' successors and assigns, mortgagees, and beneficiaries under a deed of trust, and each reference to a party hereunder shall be deemed to include that party's successors and assigns, mortgagees, and beneficiaries under a deed of trust.

10. **Notices.** Any notices required or permitted to be given under the terms of this Agreement, or by law, shall be in writing and may be given by personal delivery or certified mail, directed to the parties at the addresses stated at the beginning of this Agreement, or such other address as any party may designate in writing prior to the time of the giving of such notice, or in any other manner authorized by law. Any notice given shall be effective when actually received, or if given by certified mail, then 72 hours after the deposit of such notice in the United States mail with postage prepaid.

11. **Attorney Fees.** If suit, action, arbitration or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its attorney fees, paralegals', accountants', and other experts' fees and court reporters' fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the arbitrator or court at trial or on any appeal or review, in addition to all other amounts provided by law.

12. **Entire Agreement.** This Agreement constitutes a full and final expression by the parties with respect to the terms and conditions of the Easement.

GRANTOR:



MARK KEITH

GRANTEE:

CENTRAL CASCADES FIRE & EMS

By: 

Name: RICHARD ROY CARLSON

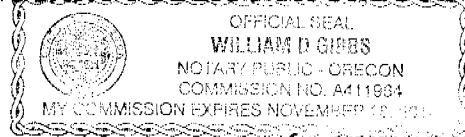
Title: VIC- PRES.

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above-named Mark Keith, Grantor, and acknowledged the foregoing instrument to be his voluntary act and deed this 24th day of July, 2008.



NOTARY PUBLIC FOR OREGON



STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared RICHARD ROY CARLSON Vic-Pres of Central Cascades Fire & Ems, Grantee, and acknowledged the foregoing instrument to be his voluntary act and deed this 24th day of July, 2008.



NOTARY PUBLIC FOR OREGON

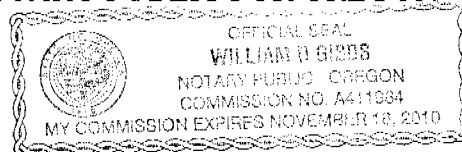


EXHIBIT A

Lot 17, DIAMOND WOODS, TRACT 1384, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Lot 19, DIAMOND WOODS, TRACT 1384, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

