

2010-010816

Klamath County, Oregon



00090120201000108160040042

09/13/2010 09:41:52 AM

Fee: \$52.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

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

**GRANTEE:**

Integrated Building Solutions, Inc.  
6601 Swan Court  
Klamath Falls, OR 97603

**EASEMENT FOR WATER LINE**

The City of Klamath Falls, Oregon, Grantor, in consideration of the terms and conditions of this Easement, the sufficiency of which is hereby acknowledged, does hereby grant and convey to Integrated Building Solutions, Inc. ("IBS"), Grantee, a perpetual, exclusive easement for the purpose of installing, inspecting, repairing, maintaining, altering and operating a private water line and all necessary appurtenances in, into, upon, over, across and under a parcel of land legally described 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 for consideration. The actual consideration for this transfer consists of or includes other property or value given which is part of 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 and is legally described as Parcel 2 of Land Partition 25-99 (Tax Lot 39-09-15-204).
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said water line or cause damage to it. Grantor retains the right to utilize the Easement Area for asphalt driveways, parking area, Portland cement concrete, curbs/gutters/sidewalks, underground utilities, and/or landscaping, except for trees that in Grantee's judgment would interfere with the water line. 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/business.
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 17th day of September, 2010.

GRANTOR:  
CITY OF KLAMATH FALLS

INTEGRATED BUILDING SOLUTIONS, INC.

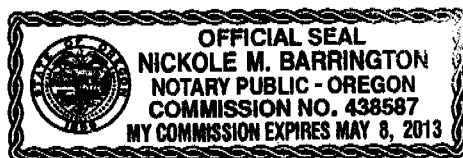
By: [Signature]  
Rick Whitlock, City Manager

By: [Signature] - President  
Name/Title: John Mick - President

Attest: Shirley Kappas  
Shirley Kappas, Deputy City Recorder

STATE OF OREGON )  
County of Klamath ) ss.

On September 2, 2010, personally appeared John Mick, who, being first duly sworn, did acknowledge that he is the President of Integrated Building Solutions, Inc., that the foregoing instrument was signed on behalf of Integrated Building Solutions, Inc., that he is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

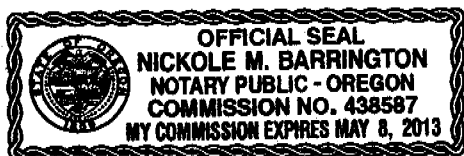


WITNESS my hand and official seal.

Nickole M. Barrington  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 5-8-2013

STATE OF OREGON )  
County of Klamath ) ss.

On the 8th day of September, 2010, personally appeared Rick Whitlock and Shirley Kappas, who, each being first duly sworn, did acknowledge that the former is the City Manager and the latter is the Deputy City Recorder of the City of Klamath Falls, an Oregon municipal corporation, and that the foregoing instrument was signed on behalf of said municipal corporation, that this instrument is the voluntary act and deed of said municipal corporation.



WITNESS my hand and official seal.

Nickole M. Barrington  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 5-8-2013

**EXHIBIT "A"**

A parcel of land situated in the NW1/4 of Section 22, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows;

Commencing at the northwest corner of Lot 1 of "Klamath Falls Industrial Park - Tract 1463" a duly recorded subdivision on file at the Klamath County Clerk's Office, said point being marked by a nail and washer stamped LS58985; thence along the north line of said Lot 1, South  $88^{\circ}38'21''$  East, 4.72 feet to the POINT OF BEGINNING; thence leaving said north line, North  $01^{\circ}21'39''$  East, 29.80 feet; thence South  $88^{\circ}38'21''$  East, 16.00 feet; thence South  $01^{\circ}21'39''$  West, 29.80 feet to a point on said north line; thence, along said north line, North  $88^{\circ}38'21''$  West, 16.00 to the point of beginning. Bearings are based in Tract 1463.

Containing 476.8 square feet, more or less.

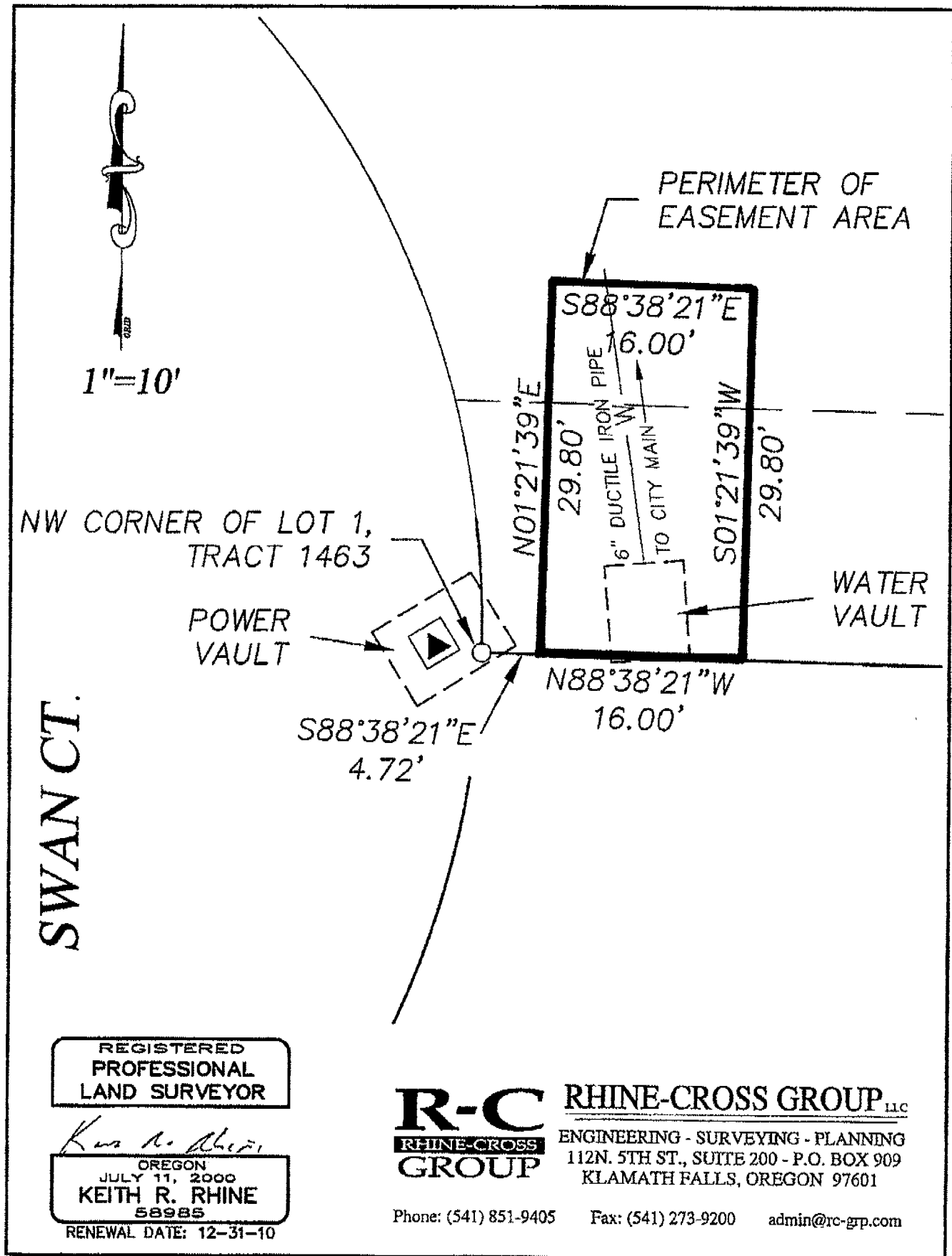


Exhibit A