

2010-013528

Klamath County, Oregon



00093271201000135280030034

11/23/2010 11:14:48 AM

Fee: \$47.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

Iris Glen Townhomes, LLC  
PO Box 3879  
Apache Junction, AZ 85117

**GRANTEE:**

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

**EASEMENT FOR WATER LINES**

Iris Glen Townhomes, LLC, 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 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 lines and all necessary appurtenances in, into, upon, over, across and under a parcel of land 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.** The actual consideration for this transfer consists of or includes other property or value given which is the whole consideration. Grantor 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"): Lot 9, Block 12 of Dixon Addition to the City of Klamath Falls.
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said water lines 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 that in Grantee's judgment would interfere with the water lines. 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 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, 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 26<sup>th</sup> day of August, 2010.

GRANTEE:  
CITY OF KLAMATH FALLS

GRANTOR:

By: Rick Whitlock  
Rick Whitlock, City Manager

Claudette M. Luckenbill  
[Name]

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

[Name]

{Corporate}

By: Claudette M. Luckenbill  
[Name/Title:] Owner

STATE OF OREGON )  
Klamath ) ss.  
County of Oregon 8-26-10 )

On August 26<sup>th</sup>, 2010, personally appeared Claudette Luckenbill, who, being first duly sworn, did acknowledge that he is the owner of Tris Glen Dunham that the foregoing instrument was signed on behalf of Tris Glen Dunham that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

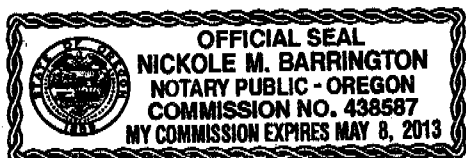


WITNESS my hand and official seal.

Katrina Lee  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: December 15, 2012

STATE OF OREGON )  
County of Klamath ) ss.

On the 10<sup>th</sup> day of November, 2010, personally appeared Rick Whitlock 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: 5-8-2013

**LEGAL DESCRIPTION:**

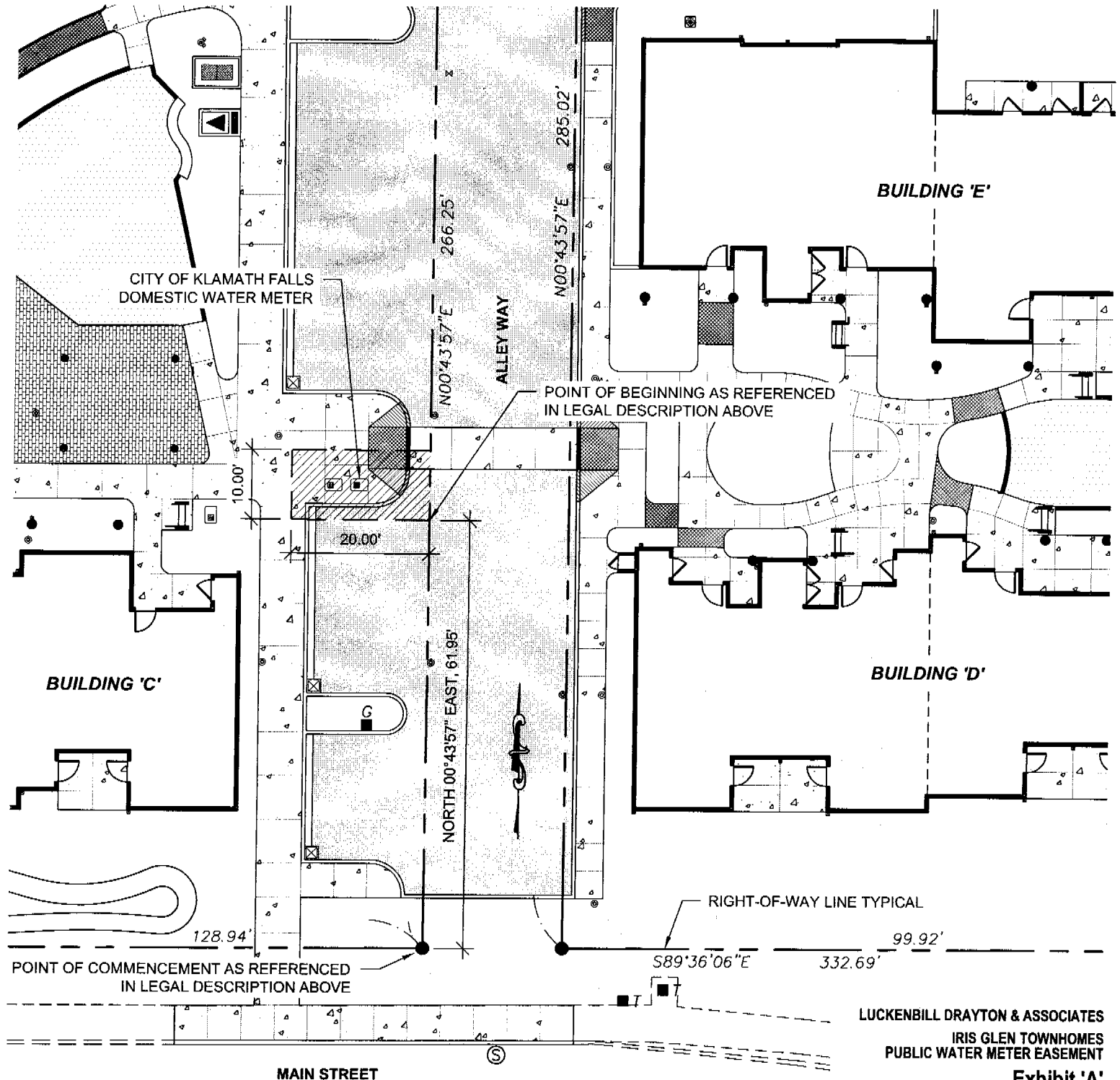
A PARCEL OF LAND SITUATED IN LOT 9, BLOCK 12 'DIXON ADDITION' TO THE CITY OF KLAMATH FALLS, SITUATED IN THE SE1/4 OF SECTION 28, TOWNSHIP 38 SOUTH, RANGE 19 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE ALLEY IN BLOCK 12 OF SAID DIXON ADDITION AND THE NORTHLY RIGHT-OF-WAY LINE OF MAIN STREET, THENCE ALONG SAID WESTERLY LINE, NORTH 00°43'57" EAST, 61.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00°43'57" EAST, 10.00 FEET; THENCE LEAVING SAID WESTERLY LINE, NORTH 89°16'03" WEST, 20.00 FEET; THENCE, PARALLEL WITH SAID WESTERLY LINE, SOUTH 00°43'57" WEST, 10.00 FEET; THENCE SOUTH 89°16'03" EAST, 20.00 FEET; TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS GRID NORTH OF THE OREGON STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH ZONE.

CONTAINING 200 SQUARE FEET, MORE OR LESS.

**EASEMENT DESCRIPTION:**

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENT IDENTIFIED ON THIS EXHIBIT AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE PROPERTY IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE PROPERTY OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE AT THE PROPERTY OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE.



LUCKENBILL DRAYTON & ASSOCIATES  
IRIS GLEN TOWNHOMES  
PUBLIC WATER METER EASEMENT

Exhibit 'A'