

2011-000543

Klamath County, Oregon

AFTER RECORDING RETURN TO:

5C,LLC
1763 Washburn Way
Klamath Falls, OR 97601



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01/14/2011 03:55:54 PM

Fee: \$47.00

GRANTOR:

5C,LLC
1763 Washburn Way
Klamath Falls, OR 97601

GRANTEE:

Klamath Health Partnership, Inc.
2074 South 6th Street
Klamath Falls, OR 97601

EASEMENT FOR SEWER LINE MAINTENANCE

RECITALS:

- A. 5C,LLC, an Oregon Limited Liability Company, doing business as Cook Woods, (herein referred to as "Grantor") is the owner of Tax Lots 14300 and 14800, consisting of Lots 10, 11, 12, 13, 14, 15, 16, 17 and 18 in Block 206, Mills Second Addition to the City of Klamath Falls, Oregon.
- B. Klamath Health Partnership, Inc., an Oregon Non-Profit Corporation, (herein referred to as "Grantee") is the owner of Tax Lot 14900, being Lot 19 in Block 206, Mills Second Addition to the City of Klamath Falls, Oregon.
- C. The City of Klamath Falls is considering the passage of an Ordinance vacating the alley that lies between Tax Lots 14800, 14300 and 14900.
- D. If the alley vacation occurs, it is anticipated that Grantor will become the owner of all of the land which constituted the former alley between Lots 10, 11, 12, 13, and 14, and the owner of the land which constituted the former western half of the alley lying between Lots 15, 16, 17, 18 on the west and Lot 19 on the east, while Grantee will become the owner of the land which constituted the former eastern half of that portion of the alley.
- E. A sewer line approximately six inches (6") in diameter and two hundred feet (200') in length is known to run the length of the alley. The parties to this agreement do not know the exact location of the sewer line.
- F. The parties acknowledge that the portion of the former alley which will be owned one-half each by Grantor and Grantee has previously been and is now paved with asphalt.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. This Easement agreement is made for valuable consideration including, but not limited to, the terms and conditions of this Easement, the sufficiency of which is hereby acknowledged by both parties,
2. Grantor will maintain at its own expense the sewer line lying under the portion of the former alley which is between Lots 10, 11, 12, 13, and 14 in Block 206, Mills Second Addition to the City of Klamath Falls, Oregon.
3. Grantee will maintain, at its own expense, the sewer line which exists under the land bordered by Lots 15, 16, 17, 18 on the west and Lot 19 on the east, whether the affected portion of the sewer line is under the land to be owned by Grantor or Grantee.
4. Grantor grants and conveys to Grantee a perpetual, exclusive easement over so much of Grantor's western half of the former alley lying between Lots 15, 16, 17, 18 on the west and Lot 19 on the east as is reasonably needed for the purpose of Grantee installing, inspecting, repairing, maintaining, altering and operating the six inch (6") sewer line (herein called "the Easement Area").
5. Grantor may erect or place structures within the Easement Area that are movable or are of a type that repairs to the sewer line can be performed in the area under it, such as a dust hopper. If a structure must be moved for Grantee to fulfill its obligation to maintain the sewer line in good repair, Grantor will move the structure and replace it, if it desires to replace it, at Grantor's expense. Grantor shall not be required to remove any of the present asphalt paving to enable Grantee to make repairs. Grantor retains the right to utilize the Easement Area for driveways, storage or non-permanent parking area and/or landscaping, except for trees that in Grantee's judgment would interfere with the sewer line.
6. 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 at any time.
7. 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 or other improvements that existed within the Easement Area prior to such installation.
8. 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 14th day of January, 2011.

GRANTEE:
KLAMATH HEALTH PARTNERSHIP, INC.

By: Signe D. Porter
Signe D. Porter, CEO

GRANTOR:
5C,LLC

By: Christopher Cook
Christopher Cook, Member

STATE OF OREGON)
) ss.
County of Klamath)

On the 14th day of January, 2011, personally appeared Signe D. Porter, and being first duly sworn, did say that she was the CEO for Klamath Health Partnership, Inc. and that the instrument was signed on behalf of the said corporation and she acknowledged said instrument to be its voluntary act and deed.

WITNESS my hand and official seal.

Irina Karnaugh
Notary Public for Oregon
My Commission Expires: mar 22, 2013

STATE OF OREGON)
) ss.
County of Klamath)



On the 14th day of January, 2011, personally appeared Christopher Cook, and being first duly sworn, did say that he was a Member of 5C,LLC and that the instrument was signed on behalf of the said Limited Liability Company and he acknowledged said instrument to be its voluntary act and deed.

WITNESS my hand and official seal.

Irina Karnaugh
Notary Public for Oregon
My Commission Expires: mar 22, 2013

