

2011-000723

Klamath County, Oregon



00095636201100007230040047

01/20/2011 10:12:54 AM

Fee: \$52.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

R. Darren Bogatay
680 Loma Linda Drive
Klamath Falls, OR 97601

GRANTEE:

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

Returned Counter

EASEMENT FOR STORM DRAINAGE

R. DARREN BOGATAY, 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 installing, inspecting, repairing, maintaining, altering and operating Grantee's municipal storm drainage and any and all necessary appurtenances for the purpose of operating the public storm water drainage and the overflow and drainage of Grantee's water reservoir (collectively referred to as "Drainage") 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.** Grantee has paid to Grantor the sum of \$0.00. 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 that is legally described as follows: Lots 1 and 2, Block 1 of Replat #1, Sunnyside Addition, Tax Lots R-3809-022CA-00200 & 00300 (the "Property");

3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said storm drainage 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 storm drainage 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 business.

6. **Easement Use and Restoration of Property.** Grantec 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 3rd day of January, 2011.

GRANTEE:
CITY OF KLAMATH FALLS

GRANTOR:

By: *Rick Whitlock*
Rick Whitlock, City Manager

R. Darren Bogatay
R. Darren Bogatay, Property Owner

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

STATE OF OREGON)
) ss.
County of Klamath)

On the 3rd day of January, 2011, personally appeared R. Darren Bogatay, and being first duly sworn, acknowledged said instrument to be his 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

STATE OF OREGON)
) ss.
County of Klamath)

On the 4th day of January, 2011, personally appeared Rick Whitlock and Elisa D. Olson, who, each being first duly sworn, did acknowledge 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 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"

**LEGAL DESCRIPTION
STORM DRAINAGE EASEMENT**

A Storm Drainage Easement over a portion of Lot 2, Block 1, Replat No. 1, a portion of Sunnyside Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, situated in the NE ¼ SW ¼ Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the southeasterly right of way line of Campus Drive, said point being on a 1005.19 foot radius curve to the left, an arc distance of 33.97 feet (chord bears North 40°22'29" East, 33.97 feet) from the westerly corner of said Lot 2; thence along said southeasterly right of way line of Campus Drive, on said 1005.19 foot radius curve to the left an arc distance of 10.00 feet (chord bears North 39°06'02" East, 10.00 feet); thence leaving the Southeasterly right of way line of Campus Drive, South 50°53'58" East, 5.00 feet; thence South 39°06'02" West, 10.00 feet; thence North 50°53'58" West, 5.00 feet to the Point of Beginning on the Southeasterly right of way line of Campus Drive.

Subject to any easements, reservations, or restrictions on record or now in effect.

Said easement area containing 50 square feet, more or less.

Basis of Bearing is Grid North on the Oregon State Plane Coordinate System of 1983, South Zone.



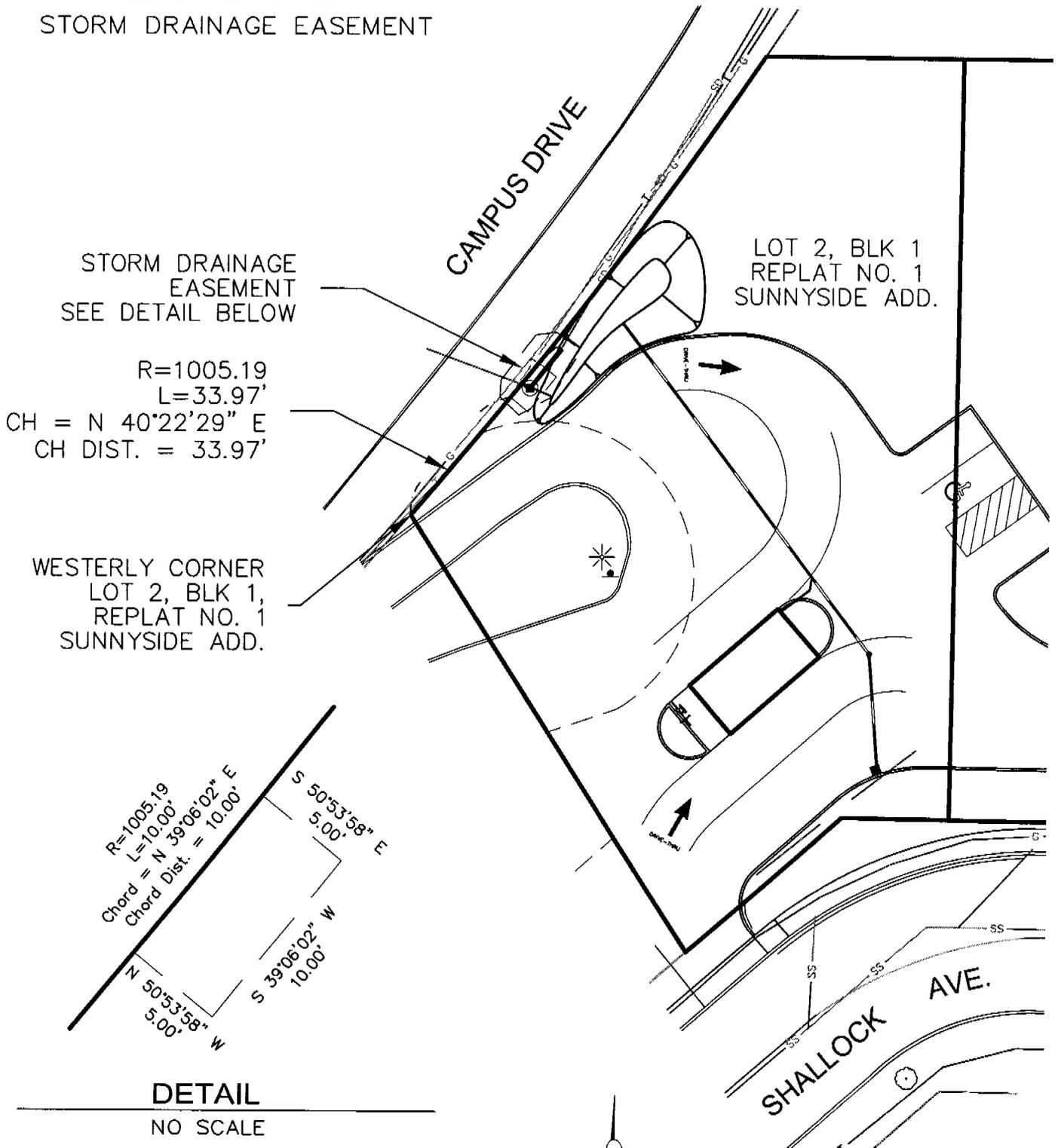
Marcus D. Cross



EXPIRES: 12/31/2011

EXHIBIT "B"

STORM DRAINAGE EASEMENT



RHINE-CROSS GROUP TLC
ENGINEERING - SURVEYING - PLANNING
112 N 5th ST - Suite 200 - P.O. BOX 909
KLAMATH FALLS, OREGON 97601

Phone: (541) 851-9405 Fax: (541) 273-9200 admin@rc-grp.com