



00103376201100072620040045

06/15/2011 11:06:56 AM

Fee: \$52.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Jim Migliaccio
840 Ponderosa Drive
Klamath Falls, OR 97601

GRANTEE:

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

Returned to County

EASEMENT FOR SEWER LINE AND CLEAN-OUT

Jim Migliaccio, 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 sewer line & clean-out and all necessary appurtenances in, into, upon, over, across and under a eight (8) foot wide strip 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 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 (the "Property"): Lot 7 Block 5, Lynnewood (Tract 1091 Lynnewood Subdivision)
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said sewer line and clean-out or cause any 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 sewer line and clean-out. 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.

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 1st day of June, 2011.

GRANTEE:

CITY OF KLAMATH FALLS

By: _____

Rick Whitlock
Rick Whitlock, City Manager

Attest: _____

Elisa D. Olson
Elisa D. Olson, City Recorder

GRANTOR:

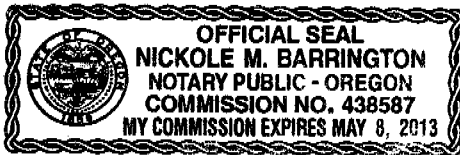
Jim Migliaccio
Jim Migliaccio - Property Owner

STATE OF OREGON)

) ss.

County of Klamath)

On the 31st day of May, 2011, personally appeared Jim Migliaccio, and being first duly sworn, acknowledged said instrument to be his voluntary act and deed.



WITNESS my hand and official seal.

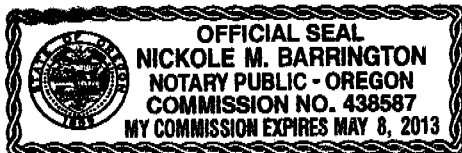
Nickole M. Barrington
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2013

STATE OF OREGON)

) ss.

County of Klamath)

On the 1st day of June, 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.



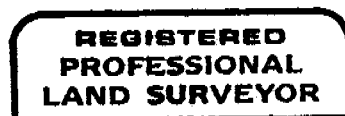
WITNESS my hand and official seal.

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

CITY SEWER LATERAL AND CLEAN-OUT EASEMENT

A STRIP OF LAND BEING 8 FEET WIDE ON LOT 7, BLOCK 5, TRACT 1091
LYNNEWOOD SITUATED IN SECTION 25, TOWNSHIP 38 SOUTH, RANGE 8 EAST OF
THE WILLAMETTE MERIDIAN, KLAMATH FALLS, OREGON, SAID STRIP BEING 4
FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing at the lot corner common to Lots 6 and 7 of said Block 5, Tract 1091 Lynnewood as shown on County Survey 5039, on file at the Klamath County Surveyor's Office; thence northwesterly along the southerly right of way line of Ponderosa Drive, 4.0 feet to the true point of beginning; thence southwesterly, along the centerline of said 8-foot wide strip being parallel with the common lot line between said Lots 6 and 7, 8.0 feet to the end of said 8-foot wide easement; containing 64 square feet more or less. The side lines of said strip to be shortened or lengthened to begin on said southerly right of way line described above and to terminate at a line perpendicular to the centerline of said 8-foot wide strip.



T. Del Santo



Renewal 12/31/11

TRACT 1091 LYNNEWOOD SUBDIVISION

