

2011-08786

Klamath County, Oregon



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07/29/2011 02:36:45 PM

Fee: \$52.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Klamath Cascade Group, LLC
P.O. Box 7765
Klamath Falls, OR 97602

GRANTEE:

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

EASEMENT FOR WATER LINE AND VAULT

Klamath Cascade Group, LLC, an Oregon Limited Liability Company, 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 line & vault 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.** 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. 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"): Parcel 3 of Land Partition 20-09, situated in the E1/2 of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said water line and appurtenances, or cause damage to it. Grantor agrees that any use of the Easement Area 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.** 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 29th day of July, 2011.

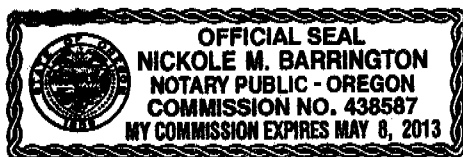
GRANTOR: KLAMATH CASCADE GROUP, LLC

By: Robert A. Stewart
Klamath Cascade Group LLC, Member

STATE OF OREGON)
) ss.
County of Klamath)

On the 29th day of July, 2011, personally appeared Robert A. Stewart, who, being first duly sworn, did acknowledge that ~~he~~ she is a member of Klamath Cascade Group, LLC, an Oregon Limited Liability Company, and that the foregoing instrument was signed on behalf of the Klamath Cascade Group, LLC, and 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.



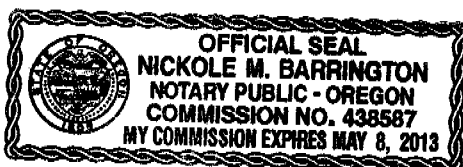
Nickole M. Barrington
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2013

GRANTEE: CITY OF KLAMATH FALLS

By: Rick Whitlock
Rick Whitlock, City Manager
Attest: Elisa D. Olson
Elisa D. Olson, City Recorder

STATE OF OREGON)
) ss.
County of Klamath)

On the 29th day of July, 2011, 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.

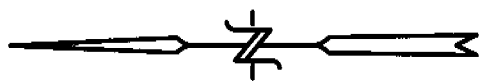
Nickole M. Barrington
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2013

EXHIBIT "A"

WATERLINE EASEMENT DESCRIPTION

A water line easement over and across a parcel of land situated in the NW1/4 SE1/4 of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said easement lying southerly of and adjacent to the southerly right-of-way line of Harbor View Drive, said parcel being more particularly described as follows:

Commencing at 5/8" rebar with yellow plastic cap marked "RHINE -CROSS GROUP LLC", that marks the northwest corner of said Parcel 3 of Land Partition No. 20-09; thence easterly along said southerly right-of-way line of Harbor View Drive and the arc of a 629.50 foot radius curve to the left, through a central angle of 8°50'22" (the long chord of which bears N.81°57'47"E., 97.02 feet) an arc distance of 97.12 feet to the **True Point of Beginning**; thence continuing along said southerly right-of-way and the arc of a 629.50 foot radius curve to the left, through a central angle of 2°23'14" (the long chord of which bears N.76°20'59"E., 26.23 feet) an arc distance of 26.23 feet; thence leaving said southerly right-of-way S.14°50'38"E., 17.00 feet; thence S.76°20'59"W., 26.93 feet; thence N.12°27'50"W., 17.00 feet to the True Point of Beginning. Basis of Bearings is Grid North, based upon the Oregon Coordinate System of 1983, South Zone.



SCALE 1"=200'

