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06/12/2012 11:26:29 AM

Fee: \$62.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

International Church of the Foursquare Gospel  
1910 W. Sunset Blvd. #200  
Los Angeles, CA 90026-0176

**GRANTEE:**

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

**EASEMENT FOR SEWER/WATER LINES**

International Church of the Foursquare Gospel, 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/water lines and all necessary appurtenances in, into, upon, over, across and under a sixteen and twenty-eight (16 & 28) foot wide strip of land legally described in EXHIBIT A; and a sixteen (16) foot wide strip of land legally described in EXHIBIT B, both attached hereto and incorporated herein (the "Easement Areas"). The Easement areas are depicted the EXHIBIT MAP, attached hereto and incorporated herein.

Additional terms of the Easement are as follows:

1. **Consideration.** Grantee has paid to Grantor the sum of \$1.00, the receipt of which is hereby acknowledged by Grantee. Other 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 Areas lie within the real property owned by Grantor that is legally described as follows (the "**Property**"): Parcel 3 of Major Land Partition 22-91 lying Northeasterly of Foothills Boulevard, situated in the W1/2 of the NW1/4 of Section 36, 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 Areas that would inhibit access to Grantee's said sewer/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/sewer lines. Grantor agrees that any other use of the Easement Areas 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 Areas 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 Areas and in the construction, installation, repair, replacement and maintenance of either Grantee's improvements or the

Easement Areas as provided for herein so as not to unreasonably disturb Grantor's use of its property. Grantee agrees to return the Easement Areas to its condition which existed prior to the installation of any of its improvements in the Easement Areas, including, but not limited to, the replacement of any sod, landscaping, paving or other improvements that existed within the Easement Areas 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 24th day of May, 2012.

GRANTEE:  
CITY OF KLAMATH FALLS

GRANTOR:

By: [Signature]  
Rick Whitlock, City Manager

Attest: [Signature]  
Elisa D. Olson, City Recorder

[Signature]  
International Church of the Foursquare Gospel  
Sterling Brackett, Secretary

{Non Profit Corporation} By: [Signature] Tim J. Baskin, Asst. Secretary  
[Name/Title]

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2012, personally appeared \_\_\_\_\_, who, being first duly sworn, did acknowledge that he is the \_\_\_\_\_ of the International Church of the Foursquare Gospel, that the foregoing instrument was signed on behalf of the International Church of the Foursquare Gospel, 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.

SEE ATTACHED

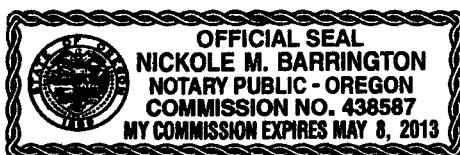
SIGNATURE OF NOTARY PUBLIC

Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 12th day of June, 2012, 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.

[Signature]  
SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon

My Commission Expires: 5-8-2013

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

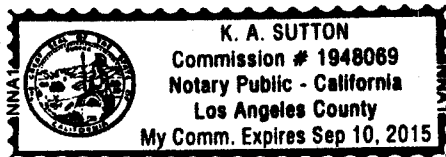
State of California

County of Los Angeles

On May 24, 2012 before me, K.A. Sutton, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Sterling Brackett and Tim J. Baskin  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in ~~his~~her/their authorized capacity(ies), and that by ~~his~~her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: K.A. Sutton  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Easement for sewer/water line(s)

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Sterling Brackett

☒ Corporate Officer — Title(s): Secretary

- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
ICFG

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: Tim J. Baskin

☒ Corporate Officer — Title(s): Asst. Secretary

- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
ICFG

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

## EXHIBIT A

### DESCRIPTION OF A 16 FOOT WIDE WATERLINE EASEMENT AND A 28 FOOT WIDE WATERLINE AND SANITARY SEWER LINE EASEMENT

A sixteen (16) foot wide waterline easement described below as "Easement 1" and a (28) twenty-eight foot wide waterline and sanitary sewer easement described below as "Easement 2", over, under, and across that portion of Parcel 3 of Major Land Partition 22-91 lying Northeasterly of Foothills Boulevard, situated in the W1/2 of the NW1/4 of Section 36, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

#### **Easement 1:**

The centerline of said "Easement 1" being more particularly described as follows: Commencing at a 5/8" rebar with a "Tru-Line" plastic cap marking the northwest corner of Parcel 2 of Land Partition 5-95; thence North, 187.56 feet; thence West, 98.93 feet along the south line of the City of Klamath Falls water tank property, as established by Property Line Adjustment 20-01, to the **True Point of Beginning** of this centerline description; thence S.45°20'40"W., 30.99 feet; thence S.54°32'03"W., 58.08 feet; thence S.68°11'55"W., 231.51 feet; thence S.48°00'21"W., 59.86 feet to a point, said point being the end of "Easement 1" centerline description. Said easement being a 16 foot wide strip of land, 8.00 feet on either side of the above described centerline, with the side lines extended or shortened to terminate on the beginning and ending lines. Basis of Bearings is Property Line Adjustment 20-01, filed as record of survey No. 6707 in the Klamath County Surveyor's Office.

#### **Easement 2:**

"Easement 2" being a 28 foot wide strip of land, 20.00 feet on the northerly side and 8 feet on the southerly side of the following described line:

Commencing at a 5/8" rebar with a "Tru-Line" plastic cap marking the northwest corner of Parcel 2 of Land Partition 5-95; thence North, 187.56 feet; thence West, 98.93 feet along the south line of the City of Klamath Falls water tank property, as established by Property Line Adjustment 20-01; thence S.45°20'40"W., 30.99 feet; thence S.54°32'03"W., 58.08 feet; thence S.68°11'55"W., 231.51 feet; thence S.48°00'21"W., 59.86 feet to a point, said point being the end of "Easement 1" as described above, and the **True Point of Beginning** of "Easement 2"; thence S.48°00'21"W., 170.40 feet to a point on the northerly right of way line of Foothills Boulevard, said point being the end of "Easement 2", with the side lines extended or shortened to terminate on the beginning and ending lines. Basis of Bearings is Property Line Adjustment 20-01, filed as record of survey No. 6707 in the Klamath County Surveyor's Office.

## EXHIBIT "B"

### WATERLINE EASEMENT DESCRIPTION

A sixteen (16) foot wide waterline easement described below as "Easement 3" over and across that portion of Parcel 3 of Major Land Partition 22-91 lying Northeasterly of Foothills Boulevard, situated in the W1/2 of the NW1/4 of Section 36, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, the boundary of said easement being more particularly described as follows:

#### **Easement 3:**

Commencing at a 5/8" rebar with a "Tru-Line" plastic cap marking the northwest corner of Parcel 2 of Land Partition 5-95; thence North, 187.56 feet; thence West, 127.49 feet along the south line of the City of Klamath Falls water tank property, as established by Property Line Adjustment 20-01; thence N.35°00'00"W., 52.45 feet along said line, to the **True Point of Beginning** of this description; thence S.48°29'29"W., 113.97 feet; thence N.41°30'31"W., 16.00 feet; thence N.48°29'29"E., 115.80 feet; thence S.35°00'00"E., 16.10 feet to the True Point of Beginning. Basis of Bearings is Property Line Adjustment 20-01, filed as record of survey No. 6707 in the Klamath County Surveyor's Office.

