



00127294201200127490040041

11/15/2012 03:17:57 PM

Fee: \$52.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

KBQ LLC
2450 NE Mary Rose Place, Suite 200
Bend, OR 97701

GRANTEE:

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

EASEMENT FOR WATER MAIN LINES

KBQ LLC, 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 main lines and all necessary appurtenances in, into, upon, over, across and under a sixteen (16) foot wide strip of land legally described and depicted on EXHIBIT A, attached hereto and incorporated herein (the "**Water Main Line Easement Area**").

Additional terms of the Easement are as follows:

1. **Consideration.** Grantee has paid to Grantor the sum of \$0.00, the receipt of which is hereby acknowledged by Grantee. The actual consideration for this transfer consists of or includes other property or value given which is a 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 3-12, recorded in the Klamath County Clerk's Office, 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 main lines or cause damage to it. Grantor retains the right to utilize the Water Main Line 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 main 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 the area 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 Water Main Line Easement Area to its condition which existed prior to the

installation of any of its improvements in the Water Main Line Easement Area, including, but not limited to, the replacement of any sod, landscaping, paving or other improvements that existed within the Water Main Line 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 18 day of October, 2012.

GRANTEE:

CITY OF KLAMATH FALLS

By: Jim Hunter

Jim Hunter, City Manager

Attest: Elisa D. Olson

Elisa D. Olson, City Recorder

GRANTOR:

KBQ LLC

By: [Signature]

[Name/Title:] R. Quinn

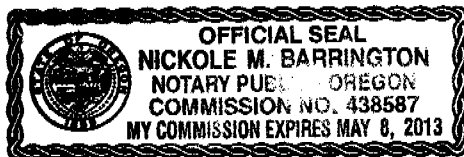
Managing Partner

STATE OF OREGON)

) ss.

County of Klamath)

On the 29th day of October, 2012, personally appeared Jim Hunter and Elisa 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.

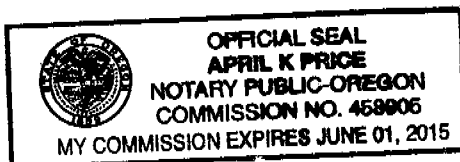
Nickole M. Barrington
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2013

STATE OF Oregon)

) ss.

County of Deschutes)

On the 18 day of October, 2012, personally appeared Robert Quinn, who, being first duly sworn, did acknowledge that he/she is the Mgr. Partner of KBQ LLC, that the foregoing instrument was signed on behalf of KBQ LLC, that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.



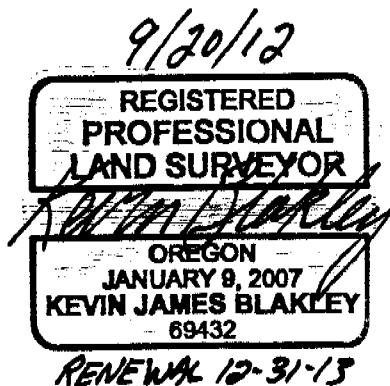
WITNESS my hand and official seal.

April Price
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 6-1-2015

EXHIBIT "A"
WATER MAIN LINE EASEMENT
for KBQ LLC to the City of Klamath Falls

A 16.00 foot wide Water Main Line Easement located on Parcel 3 of Land Partition 3-12, located in the Southeast One-Quarter of the Northwest One-Quarter (SE 1/4 NW 1/4) of Section Twenty (20), Township Thirty-Eight (38) South, Range Nine (9) East, Willamette Meridian, City of Klamath Falls, Klamath County, Oregon, said easement lying 8.00 feet on each side of the following described centerline:

Commencing at the Southeast corner of Parcel 1 of said Land Partition 3-12; thence along the Southerly line of said Parcel 1 along an arc of a 1558.11 foot radius curve the right 217.37 feet, the chord of which bears North 65°02'45" West 217.19 feet; thence leaving said Southerly line along an Easterly line of said Parcel 3 South 29°22'42" West 8.00 feet a point on the centerline of said 16.00 foot wide Water Main Line Easement, said point also being the TRUE POINT OF BEGINNING; thence leaving said Easterly line and along said centerline along an arc of a 422.00 foot radius curve to the left 76.37 feet, the chord of which bears North 66°14'30" West 76.26 feet; and along an arc of a 163.00 foot radius curve to the right 39.55 feet, the chord of which bears North 64°28'32" West 39.45 feet, to the terminus of said 16.00 foot wide Water Line Easement.



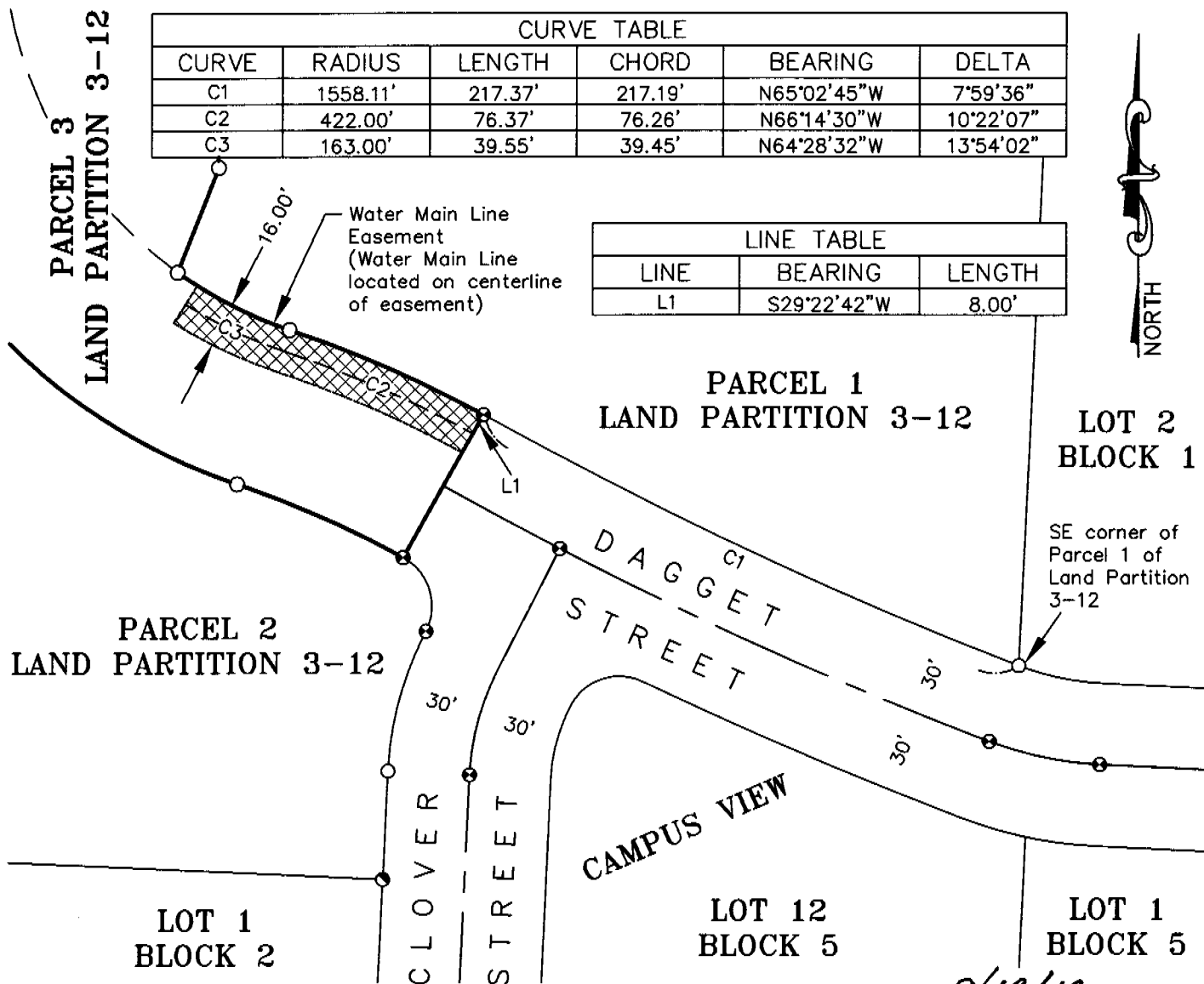
Sun Country Engineering & Surveying, Inc.

EXHIBIT "A"



NORTH

LINE TABLE		
LINE	BEARING	LENGTH
L1	S29°22'42"W	8.00'



SCALE: 1"= 60'
DATE: 9-19-12
WO#: 7270b-23

DEVELOPER:
KBQ LLC
2450 NE MARY ROSE PL, STE. 200
BEND, OR 97701

9/19/12

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Kevin J. Blakley

OREGON
JANUARY 9, 2007
KEVIN JAMES BLAKLEY
69432

RENEWABLE 12-31-2013