

2016-002926

Klamath County, Oregon



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03/18/2016 03:33:01 PM

Fee: \$57.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Sky Lakes Medical Center, Inc.
2865 Daggett Ave.
Klamath Falls, OR 97601

GRANTEE:

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

EASEMENT FOR WATER LINE(S)

Sky Lakes Medical Center, Inc., 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(s) and all necessary appurtenances in, into, upon, over, across and under the land legally described and depicted on EXHIBITS A and B, 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 receipt of which is hereby acknowledged by Grantee. The actual consideration for this transfer consists of or includes other property or agreement value given which is 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"): Lot 1 Block 3 Washburn Park
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said water line(s) 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 line(s). 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 attorney 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 14th day of March, 2016.

GRANTEE:

CITY OF KLAMATH FALLS

By: [Signature]
Nathan Cherpeski, City Manager

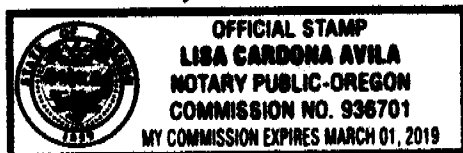
Attest: [Signature]
Elisa Olson, City Recorder

GRANTOR:

By: [Signature]
Printed Name/Title: Richard E. Rico CFO
Sky Lakes Medical Center, Inc.

STATE OF OREGON)
) ss.
County of Klamath)

On the 15th day of February, 2016, personally appeared Richard E. Rico, who, being first duly sworn, did acknowledge that he/she is the CFO of Sky Lakes Medical Center, Inc., that the foregoing instrument was signed on behalf of said corporation, that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

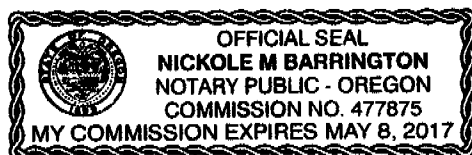


WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for State of Oregon
My Commission Expires: March 1, 2019

STATE OF OREGON)
) ss.
County of Klamath)

On the 14th day of March, 2016, personally appeared Nathan Cherpeski 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.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2017

EXHIBIT "A"

Legal Description of Easement for City of Klamath Falls Waterline/Appurtenances

A tract of land being a portion of LOT 1, Block 3, of the plat of "Washburn Park" Plat Records of Klamath County, located in the Southwest Quarter of Section 3, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the North Right-of-Way boundary of Crosby Avenue, being on the South boundary of said LOT 1, from which the Southwest corner of said LOT 1 bears North 88°55'10" West, 34.00 feet; Thence leaving said North Right-of-Way boundary, North 01°04'50" East, 10.65 feet; Thence North 88°55'10" West, 25.37 feet to the Northeasterly boundary of that portion of said LOT 1 deeded to the City of Klamath Falls and described in Deed Number M95-19591; Thence Southeasterly along said Northeasterly boundary, South 57°25'20" East, 20.38 feet to a point on the aforementioned North Right-of-Way boundary; Thence Easterly along said North Right-of-Way boundary, South 88°55'10" East, 8.00 feet to the point of beginning and there terminating.

The above described tract contains 177.64 Square Feet, more or less.

EXHIBIT "B"

