

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601



06/16/2016 03:55:18 PM

Fee: \$57.00

**GRANTORS:**

Howard J. Tompkins  
Cynthia F. Tompkins  
5040 Wocus Road  
Klamath Falls, OR 97601

**GRANTEE:**

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

**EASEMENT FOR WATERLINE**

**HOWARD J. AND CYNTHIA F. TOMPKINS**, Grantors, 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 waterline easement and all necessary appurtenances in, into, upon, over, across and under a southerly 15-foot wide strip of land legally described as Parcels 2 and 3 of Land Partition 35-08, situated in E1/2 SE1/4 of Section 19, Township 38 South, Range 9 East Willamette Meridian, Klamath County, OR and more particularly 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 Grantors the sum of Four Thousand Five Hundred Four and 80/100 Dollars (\$4,504.80), the receipt of which is hereby acknowledged by Grantee. Further consideration for this transfer may consist of or include other property or value given which is a part of 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 Grantors that is legally described as follows (the "Property"):

Parcels 2 and 3 of Land Partition 35-08

3. **Restrictions.** Grantors shall not erect any buildings or structures within the Easement Area. Grantors retain the right to utilize the Easement Area for pedestrian walkways, driveways or parking area (reinforced Portland cement concrete is prohibited) and/or landscaping, except for trees that in Grantee's judgment would interfere with the Waterline Easement. Alteration of the Easement Area by Grantors must be approved in writing by Grantee prior to performing work. Grantors agree that any other use of the Easement Area or the ingress/egress area permitted by Grantors 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 Grantors harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings asserted by third parties against Grantors and Grantors' 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 Grantors' 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 Grantors so as not to unreasonably interfere with Grantors' 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 Grantors' 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. If not approved by Grantee in accordance with Section 3, Grantee will not be responsible for alterations made to the Easement Area by Grantors if not approved by Grantee.

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, 2016.

**GRANTEE:**

**CITY OF KLAMATH FALLS**

Nathan Cherpesci, City Manager

Attest:

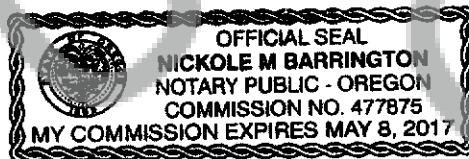
Elisa D. Olson

Elisa D. Olson, City Recorder

STATE OF OREGON )

County of Klamath )ss.

On the 1st day of June, 2016, personally appeared Howard J. and Cynthia F. Tompkins, and being first duly sworn, acknowledged said instrument to be their voluntary act and deed.



**GRANTORS:**

Howard J. Tompkins

Cynthia F. Tompkins

WITNESS my hand and official seal.

Nickole M. Barrington

SIGNATURE OF NOTARY PUBLIC

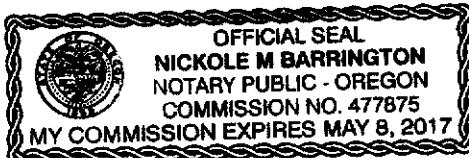
Notary Public for Oregon

My Commission Expires: 5-8-2017

STATE OF OREGON )

County of Klamath )ss.

On the 1st day of May, 2016, personally appeared Nathan Cherpesci 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: 5-8-2017

**DESCRIPTION OF CITY OF KLAMATH FALLS  
PUBLIC WATER LINE EASEMENT**

A strip of land being 15.00 feet wide in Parcels 2 and 3 of Land Partition 35-08, being recorded in the Klamath County Clerks Office; situated in the E1/2 SE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said easement being more particularly described as follows:

The southerly 15 feet of Parcels 2 and 3 of said Land Partition 35-08, being recorded in the Klamath County Clerks Office.

Said easement containing 7508 sq.ft. more or less.



# EXHIBIT 'A' - WATERLINE EASEMENT

BEING THE SOUTHERLY 15' OF PARCELS 2 AND 3 OF LAND PARTITION 35-08  
SITUATED IN THE E1/2 SE1/4 OF SECTION 19 T38S, R09E, W.M.  
KLAMATH COUNTY, OREGON

MAY 2016

16.0' SANITARY SEWER  
EASEMENT PER D.V.  
M88, PG 16014

**STREET** **MONTELIUS**

N00°42'21"E 1908.62' (NORTH 1908.31' PER CS #3027 & 1953)

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