

2018-001077

Klamath County, Oregon



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01/29/2018 01:53:18 PM

Fee: \$47.00

Returned at Counter

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

Marcella M. Bell Revocable Trust  
1500 Pacific Terrace  
Klamath Falls, OR 97601

**GRANTEE:**

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

**LANDSCAPE EASEMENT**

In consideration of the sum of ONE DOLLAR, receipt of which is hereby acknowledged, and other good and valuable consideration, including the landscaping and irrigation improvements that will benefit the burdened property, **MARCELLA M. BELL REVOCABLE TRUST**, Grantor, does hereby grant and convey to the **CITY OF KLAMATH FALLS, OREGON**, Grantee, a perpetual easement to use a parcel of land situated on the property of the Grantor. The easement is more particularly described in Exhibit 1, attached hereto and incorporated herein by this reference.

The terms of this Easement are as follows:

1. The property of Grantor burdened by this easement (Property) is described as Hot Springs, Block 3, Lot 6-9, also known as Tax Lot R3809-029DD-06100-000.
2. Grantee shall use the easement area for landscaping and landscape irrigation purposes only, and in conjunction with such use may construct, reconstruct, maintain and repair the improvements and utilities thereon or in.
3. 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.
4. 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.
5. 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. If not approved by Grantee, Grantee will not be responsible for alterations made to the Easement Area by Grantor 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.

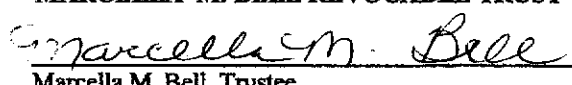
IN WITNESS WHEREOF, We have hereunto set our hands this 18, day of DEC, 2017.

**GRANTEE:**  
**CITY OF KLAMATH FALLS**

By: 

Nathan Cherpeski, City Manager

**GRANTOR:**  
**MARCELLA M. BELL REVOCABLE TRUST**

  
Marcella M. Bell, Trustee

STATE OF OREGON

)  
) ss.  
)

County of Klamath

On the 18 day of December, 2017, personally appeared Marcella M. Bell and being first duly sworn, acknowledged said instrument to be their voluntary act and deed.



WITNESS my hand and official seal.

Susan Shapiro

SIGNATURE OF NOTARY PUBLIC

Notary Public for State of Oregon

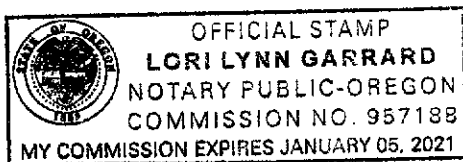
My Commission Expires: 2-3-18

STATE OF OREGON

)  
) ss.  
)

County of Klamath

On the 21<sup>st</sup> day of December, 2017, personally appeared Nathan Cherpeski, who being first duly sworn, did acknowledge that he is the City Manager for 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.

L. Garrard

SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon

My Commission Expires: 1/5/2021