



12/03/2018 09:31:22 AM

Fee: \$97.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

CD DG Klamath Falls South, LLC
4336 Marsh Ridge Rd.
Carrollton, TX 75010

GRANTEE:

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

Returned at Counter

EASEMENT FOR WATER LINE

CD DG Klamath Falls South, 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* line and all necessary appurtenances in, into, upon, over, across and under a sixteen (16) foot wide strip of land legally described and depicted on EXHIBITS A and A1, attached hereto and incorporated herein (the "**Easement Area**").

Additional terms of the Easement are as follows:

1. **Consideration.** Grantor has paid to Grantee 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 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**"): Map No. 390907, tax lot 1801; Parcel 1 of Land Partition 35-17.

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 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 *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 31st day of October, 2018.

GRANTEE:

CITY OF KLAMATH FALLS

By: [Signature]
Nathan Cherpeski, City Manager

Attest: Nickole Barrington
Nickole Barrington, City Recorder

GRANTOR:

By: [Signature]
[Name/Title:] Josh J. Allen, Agent for
CD DG Klamath Falls South, LLC

STATE OF Ohio)
) ss.
County of Hamilton)

On October 31, 2018, personally appeared Josh J. Allen, who, being first duly sworn, did acknowledge that he is the Agent of CD DG Klamath Falls South, LLC that the foregoing instrument was signed on behalf of CD DG Klamath Falls South, LLC that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.



KATHLEEN V. CAMPION
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
10-17-2021

WITNESS my hand and official seal.

Kathleen V. Campion
SIGNATURE OF NOTARY PUBLIC
Notary Public for State of Ohio
My Commission Expires: 10-17-2021

STATE OF OREGON)
) ss.
County of Klamath)

On the 28th day of November, 2018, personally appeared Nathan Cherpeski and Nickole Barrington, 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.

Kristina Buckley
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 02-26-2021

EXHIBIT A

LEGAL DESCRIPTION FOR A WATERLINE EASEMENT

A portion of land situated of the Southeast Quarter of Section 7, Township 39 North, Range 9 East, Willamette Meridian, in the City of Klamath Falls, Klamath County, Oregon, and being more particularly described as follows:

COMMENCING at a found 5/8-inch rebar, stamped "PLS 87955" at the Northwesterly corner of Parcel 1 as shown on Land Partition 35-17, filed on May 8, 2018 as Document No. 2018-4755, Official Records of Klamath County, Oregon, said Northwesterly corner being the **POINT OF BEGINNING**;

THENCE, South 01°19'12" West, a distance of 16.40 feet along the easterly right-of-way of Agate Street as shown on said Land Partition 35-17;

THENCE, North 78°38'21" East, a distance of 137.38 feet

THENCE, North 87°57'51" West, a distance of 69.06 feet along the southerly right-of-way of Green Springs Highway as shown on said Land Partition 35-17;

THENCE, South 78°38'21" West, a distance of 66.60 feet along said southerly right-of-way to the **POINT OF BEGINNING**.

Containing 1,632 square feet of land, more or less.

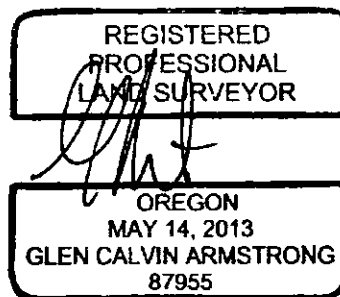
BASIS OF BEARING:

North was established with GPS observation using the Oregon State Plane Coordinate System (North Zone, NAD 83).

See attached Exhibit A1 for a depiction of the above legal description.

Prepared by:

Glen C. Armstrong, PLS
Oregon Certificate No. 87955
US Geomatics
P.O. Box 3299
Reno, Nevada, 89505



EXPIRES: 12-31-19

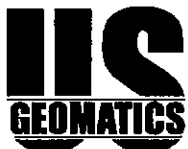
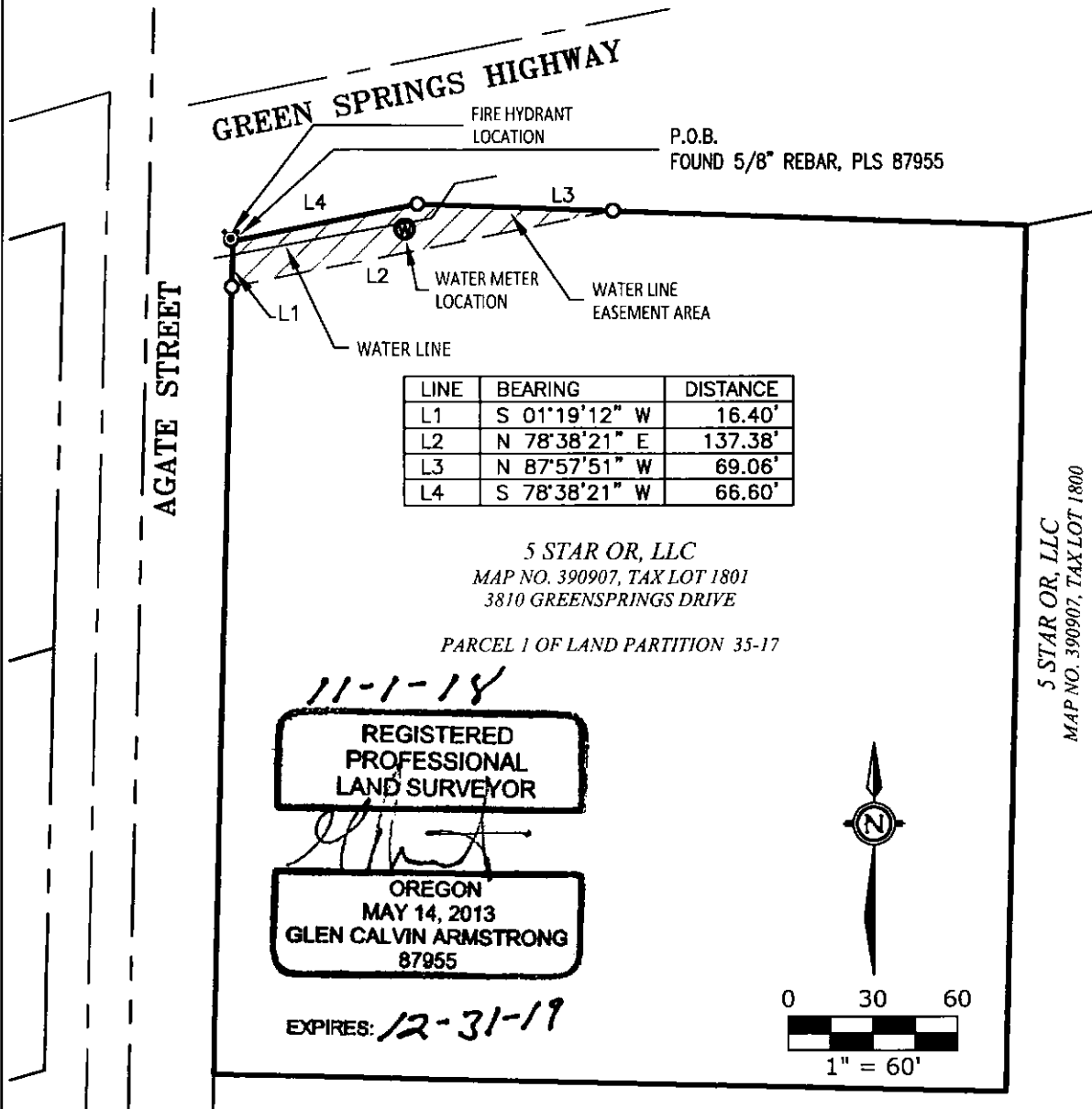
10-10-18

BASIS OF BEARING:

NORTH WAS ESTABLISHED WITH GPS OBSERVATIONS
USING THE OREGON STATE PLANE COORDINATE
SYSTEM (NORTH ZONE, NAD83).

TOTAL AREA OF EASEMENT:

1,632 SQUARE FEET ±



P.O. Box 3299
Reno, NV 89505
P. 775.786.5111
F. 775.297.4668
www.usgeomatics.com

EXHIBIT A1

CD DG KLAMATH FALLS SOUTH, LLC
WATER LINE EASEMENT

**A PORTION OF THE SE 1/4 OF
SECTION 7, T.39S., R.9E., W.M.**

KLAMATH FALLS

OREGON

SHEET

1
of
1