

2018-014703

Klamath County, Oregon

AFTER RECORDING RETURN TO:

Steven C. Maddoux
Preston Maddoux LLC
12901 SE 97th Ave
Ste. 330
Clackamas, OR 97015



00232963201800147030030031

12/07/2018 11:23:40 AM

Fee: \$92.00

SEND TAX STATEMENT TO:

NO CHANGE

SPACE ABOVE RESERVED FOR RECORDING LABEL

WATER FACILITY AND PERIMETER EASEMENT

Know by all persons present, that Shayne Propst ("Grantor"), for consideration of the mutual promises exchanged herein and other good and valuable consideration exchanged with THE DIAMOND MEADOWS TRACT #1384 HOMEOWNERS ASSOCIATION, INC. ("Grantee"), desires to confirm the location of an existing water tank/structure facility belonging to the Grantee, as located on the property of the Grantor (referred to as "Grantor's Property" and more particularly described as Lot 7, Block 2, Leisure Woods, Klamath County, Oregon), with the exact location being more particularly described as the physical location of the exterior perimeter of the water tanks/structure facility located in the northeasterly corner of Grantor's property, as such structure now exists (the "Water Facility Easement").

Grantor conveys to Grantee a perpetual easement for rights over, under, and across the Water Facility Easement for the purpose of accessing, maintaining, constructing, reconstructing, inspecting, and/or operating the water tank/structure facility system facilities and necessary appurtenances.

IT IS FURTHER UNDERSTOOD and AGREED:

1. Grantee's officers, agents or employees may enter on the Grantor's Property within the Water Facility Easement for the purpose of accessing, constructing, reconstructing, inspecting and maintaining its facilities, lines and appurtenances;
2. Grantor additionally conveys to Grantee a perpetual perimeter easement around the Water Facility Easement over, under, and across Grantor's Property for accessing, constructing, reconstructing, inspecting and maintaining its facilities, lines and appurtenances, and being more particularly described as all of the property which is within ten feet of the boundary of the water facility district excepting therefrom any portion extending beyond (westerly of) the apex of the existing cut bank to the west of the Water Facility Easement, as such cut bank is now located on Grantor's Property (the "Perimeter Easement").
3. Grantee may construct and/or assume ownership of any such permanent or temporary surface or underground structure(s) within the Water Facility Easement and Perimeter Easement as are required for its water lines, facilities and appurtenances and their inspection and maintenance.
4. The terms and conditions (including but not limited to the parties' respective rights and obligations) of the Water Facility Easement and Perimeter Easement shall be binding on and benefit all current and future owners of the property of the Grantor, as well as Grantee, its heirs, successors and assigns.

5. The rights and obligations of all the easements herein shall run with the land of the Grantor. The Water Facility Easement and Perimeter Easement shall commence on the date of recording of this easement document and shall continue in perpetuity unless terminated by mutual agreement of the parties.

6. Except for repairs necessitated by the negligence or willful misconduct of Grantor or the Grantor's invitee (in which case such Grantor shall be solely responsible for costs and expenses attributable to such negligence or willful misconduct for such repairs) of the Water Facility Easement and Perimeter Easement, all costs and expenses to repair and maintain the Water Facility Easement and Perimeter Easement (and costs to repair damage outside of the Water Facility Easement and Perimeter Easement to Grantor's Property caused by Grantee's water facility) shall be paid by the Grantee, its successors and assigns.

7. This easement is not intended to reduce, eliminate, or minimize Diamond Meadows' rights for ingress and egress to the Water Facility, nor reciprocal rights of ingress and egress to the owners of Lot 7 and Lot 8 of Block 2, including but not limited to the rights of access by owner of Lot 7 to access Lot 7 by way of the easement recorded at M06, Page 01203, Microfilm Records of Klamath County.

8. Grantor represents and warrants that he has the authority to grant the Water Facility Easement and Perimeter Easement and that the easement area(s) is free from all liens and encumbrances that would materially affect the easement(s) grant.

9. Grantor agrees that the consideration recited herein is just compensation for the property rights herein granted.

WITNESS WHEREOF, the parties have caused this instrument to be executed on the date(s) shown hereinafter; and mutually agree this instrument to be in full force and effect upon the date it has been executed by both Grantor and Grantee as provided for herein.

The parties above named have hereunto set their hands this 6 day of 21, 2018.

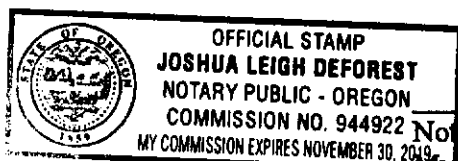
GRANTOR:


Shayne Propst

STATE OF OREGON

County of Linn

This instrument was acknowledged before me on June 21st, 2018,
by Shayne Propst, the above-named Grantor.




Notary Public for Oregon
My Commission expires: 11/30/2019

GRANTEE:

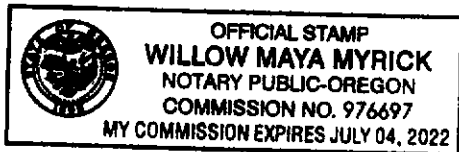
Douglas Lawnicki
The Diamond Meadows Tract #1384 Homeowners Association Inc.

By: It's PRESIDENT

STATE OF OREGON

County of Clackamas

This instrument was acknowledged before me on November 27, 2018,
by Douglas Lawnicki, President (title) of The Diamond Meadows Tract
#1384 Homeowner's Association Inc., the above-named Grantee.



Willow Maya Myrick
Notary Public for Oregon
My Commission expires: 4 July 2022