

Returned at Counter

2019-008074
Klamath County, Oregon



07/17/2019 03:46:22 PM

Fee: \$102.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Ocean Cove LLC
an Oregon Limited Liability Company
2640 E. Barnett Road, Suite E-431
Medford, OR 97504

GRANTEE:

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

EASEMENT FOR SEWER LINES

Ocean Cove LLC, an Oregon Limited Liability Company, 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 sanitary sewer lines and all necessary appurtenances in, into, upon, over, across and under a sixteen (16) foot wide strip of land legally 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 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 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**"): R-3909-004AA-06100-000 and further legally described in the attached Exhibit B.
3. **Restrictions**. Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said sanitary sewer lines 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 sanitary sewer lines. 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 15th day of July, 2019.

GRANTEE:

CITY OF KLAMATH FALLS

By: [Signature]
Nathan Cherpeski, City Manager

Attest: [Signature]
Nickole Barrington, City Recorder

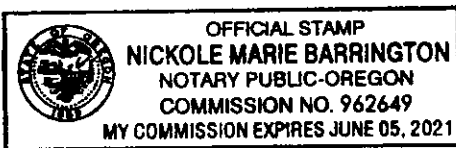
GRANTOR:

OCEAN COVE LLC

By: [Signature]
Printed Name/Title: Nisha Jackson

STATE OF OREGON)
) ss.
County of Klamath)

On July 15th, 2019, personally appeared Nisha Jackson, who, being first duly sworn, did acknowledge that she is the Owner of Ocean Cove LLC, that the foregoing instrument was signed on behalf of entity, that she is authorized to execute this instrument and that this instrument is the voluntary act and deed of said entity.

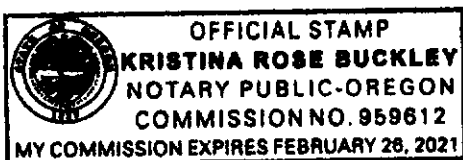


WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 6-5-2021

STATE OF OREGON)
) ss.
County of Klamath)

On the 15th day of July, 2019, 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.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 02/28/2021

JOHN HEATON P.L.S.


TRU SURVEYING LINE2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

JUNE 26, 2019

LEGAL DESCRIPTION OF 16 FOOT WIDE SANITARY SEWER EASEMENT

A 16 FOOT WIDE SANITARY SEWER EASEMENT ACROSS THAT TRACT OF LAND CONTAINED IN DEED VOLUME 2018 PAGE 001159 OF THE KLAMATH COUNTY DEED RECORDS, BEING A PORTION OF TRACT 70 OF "ENTERPRISE TRACTS", SITUATED IN THE NE1/4 NE1/4 OF SECTION 4, T39S, R9EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID DEED VOLUME, FROM WHICH THE SOUTHEAST CORNER OF SAID TRACT 70 BEARS S24°00'26"E 1004.96 FEET; THENCE N56°42'28"W 143.64 FEET; THENCE N89°55'45"W 7.30 FEET TO WEST LINE OF SAID DEED VOLUME, WITH THE SIDE LINES BEING EXTENDED OR SHORTENED TO END ON THE BOUNDARY OF SAID DEED VOLUME. BEARINGS ARE BASED ON RECORD OF SURVEY 3542 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JANUARY 14, 2009
JOHN M. HEATON
72841

RENEWAL DATE 6/30/19

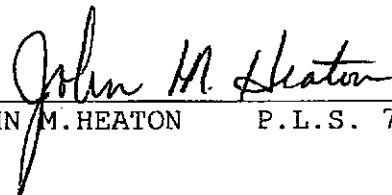
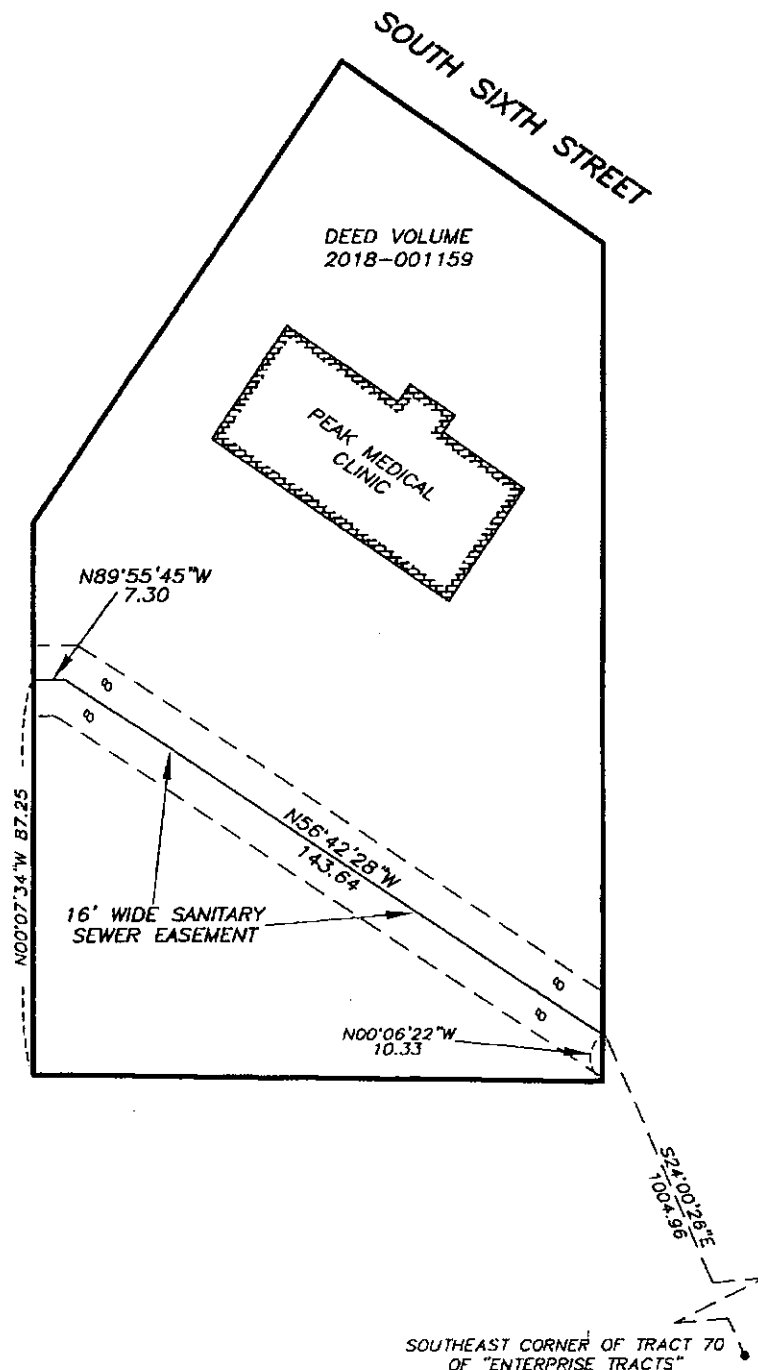
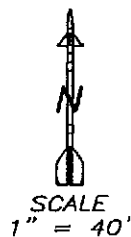

JOHN M. HEATON P.L.S. 72841

EXHIBIT MAP

FOR 16' WIDE SANITARY SEWER EASEMENT TO THE CITY OF KLAMATH FALLS,
BEING A PORTION OF TRACT 70 OF "ENTERPRISE TRACTS",
SITUATED IN THE NE1/4 NE1/4 OF SECTION 4,
T39S, R9EWM, KLAMATH COUNTY, OREGON
JUNE 26, 2019



TRU SURVEYING LINE
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603

215488AM

A portion of Tract 70, ENTERPRISE TRACTS, described as follows:

Beginning at a point on the Southerly right-of-way line of South Sixth Street, as the same is presently located and constructed, at its intersection with a line parallel with and 390.0 feet West of the East line of said Tract 70, said point being South $0^{\circ} 03' 45''$ West a distance of 12.08 feet from the Northeasterly corner of tract conveyed to Marshall E. Cornett and Olive B. Cornett, husband and wife, by Deed Volume 111, page 399, Deed Records of Klamath County, Oregon, thence continuing South $0^{\circ} 03' 45''$ West along the East line of last mentioned tract, a distance of 171.92 feet, more or less, to a point which is East 17.5 feet from the Northeast corner of tract conveyed to Richfield Oil Corporation by Deed Volume 139, page 65, Deed Records of Klamath County, Oregon; thence West along the North line of last mentioned tract a distance of 144.2 feet, to the West line of Cornett Tract described in Deed Volume 111, page 399, Deed Records of Klamath County, Oregon; thence North $0^{\circ} 03' 45''$ East along said West line to the Southerly corner of tract conveyed to Safeway Stores, Inc. by Deed Volume 248, page 374, Deed Records of Klamath County, Oregon; thence North $34^{\circ} 09' 30''$ East along the Southeasterly line of last mentioned tract, a distance of 122.5 feet to the Southerly right-of-way line of South Sixth Street; thence South $55^{\circ} 50' 30''$ East along said right-of-way line, a distance of 92.07 feet, more or less, to the point of beginning.

LESS AND EXCEPTING the Easterly 17.5 feet thereof, heretofore conveyed to William V. Meade by Deed dated August 8, 1970, recorded August 17, 1970 in Volume M70, page 7161, Microfilm Records of Klamath County, Oregon.