

2019-014407

Klamath County, Oregon



00251481201900144070040048

12/12/2019 09:29:23 AM

Fee: \$97.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Klamath Falls Hotel Partners, LLC
Attn: John H. Ferguson/Manager of LLC
300 Wyandotte Street - Suite 150
Kansas City, MO 64105

GRANTEE:

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

EASEMENT FOR WATER LINES

Klamath Falls Hotel Partners, LLC, Grantor, in consideration of the terms and conditions of this Easement, the sufficiency of which is hereby acknowledged, *do/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(s) 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 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 Grantor that is legally described as follows (the "**Property**"): Lot 7 of Tract 1430 – Timbermill Shores.
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.

EXHIBIT A
WATER EASEMENT
NOVEMBER 18, 2019

LEGAL DESCRIPTION

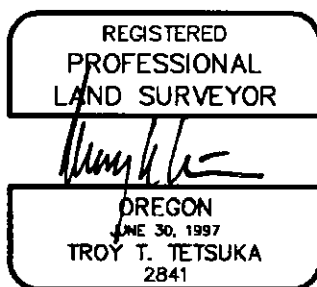
A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO KLAMATH FALLS HOTEL PARTNERS LLC, A MISSOURI LIMITED LIABILITY COMPANY, RECORDED AS DOCUMENT NO. 2019-004576, KLAMATH COUNTY DEED RECORDS, ALSO BEING A PORTION OF LOT 7, TRACT 1430 – TIMBERMILL SHORES, KLAMATH COUNTY PLAT RECORDS, LOCATED IN THE SOUTH HALF OF SECTION 32, TOWNSHIP 38 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF A 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT AS SHOWN ON SAID PLAT OF TRACT 1430 – TIMBERMILL SHORES, SAID POINT BEARS NORTH 82°02'45" EAST 13.84 FEET AND SOUTH 11°59'33" EAST 10.02 FEET FROM THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 11°59'33" EAST 15.43 FEET; THENCE NORTH 78°00'27" EAST 16.00 FEET; THENCE NORTH 11°59'33" WEST 14.81 FEET TO SAID SOUTHERLY LINE OF SAID PUBLIC UTILITY EASEMENT AND THE BEGINNING OF A NON-TANGENT CURVE, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 10°43'05" EAST; THENCE ALONG SAID SOUTHERLY LINE ALONG THE ARC OF A 490.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 1°52'20" (THE LONG CHORD OF WHICH BEARS SOUTH 80°13'05" WEST 16.01 FEET) AN ARC DISTANCE OF 16.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 241 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS IS THE OREGON COORDINATE REFERENCE SYSTEM, BEND-KLAMATH FALLS ZONE.

THE TRACT OF LAND DESCRIBED ABOVE IS SHOWN ON THE ATTACHED EXHIBIT MAP AND BY THIS REFERENCE MADE A PART THEREOF.



RENEWAL DATE 6-30-20

IN WITNESS WHEREOF, We have hereunto set our hands this 21st day of Nov, 2019.

GRANTEE:

CITY OF KLAMATH FALLS

By: [Signature]
Nathan Cherpeski, City Manager

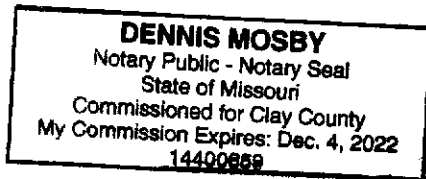
Attest: Nickole Barrington
Nickole Barrington, City Recorder

GRANTOR:

By: [Signature]
[Name/Title:]

STATE OF Missouri)
) ss.
County of Clay)

On 11/21, 2019, personally appeared John Ferguson, who, being first duly sworn, did acknowledge that he is the _____ of _____, that the foregoing instrument was signed on behalf of _____, that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for Mo / Clay County
My Commission Expires: 12/4/22

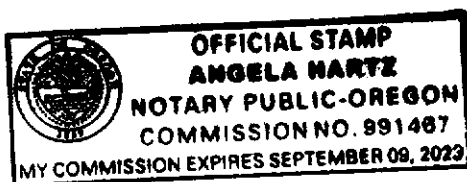
STATE OF OREGON)
) ss.
County of Klamath)

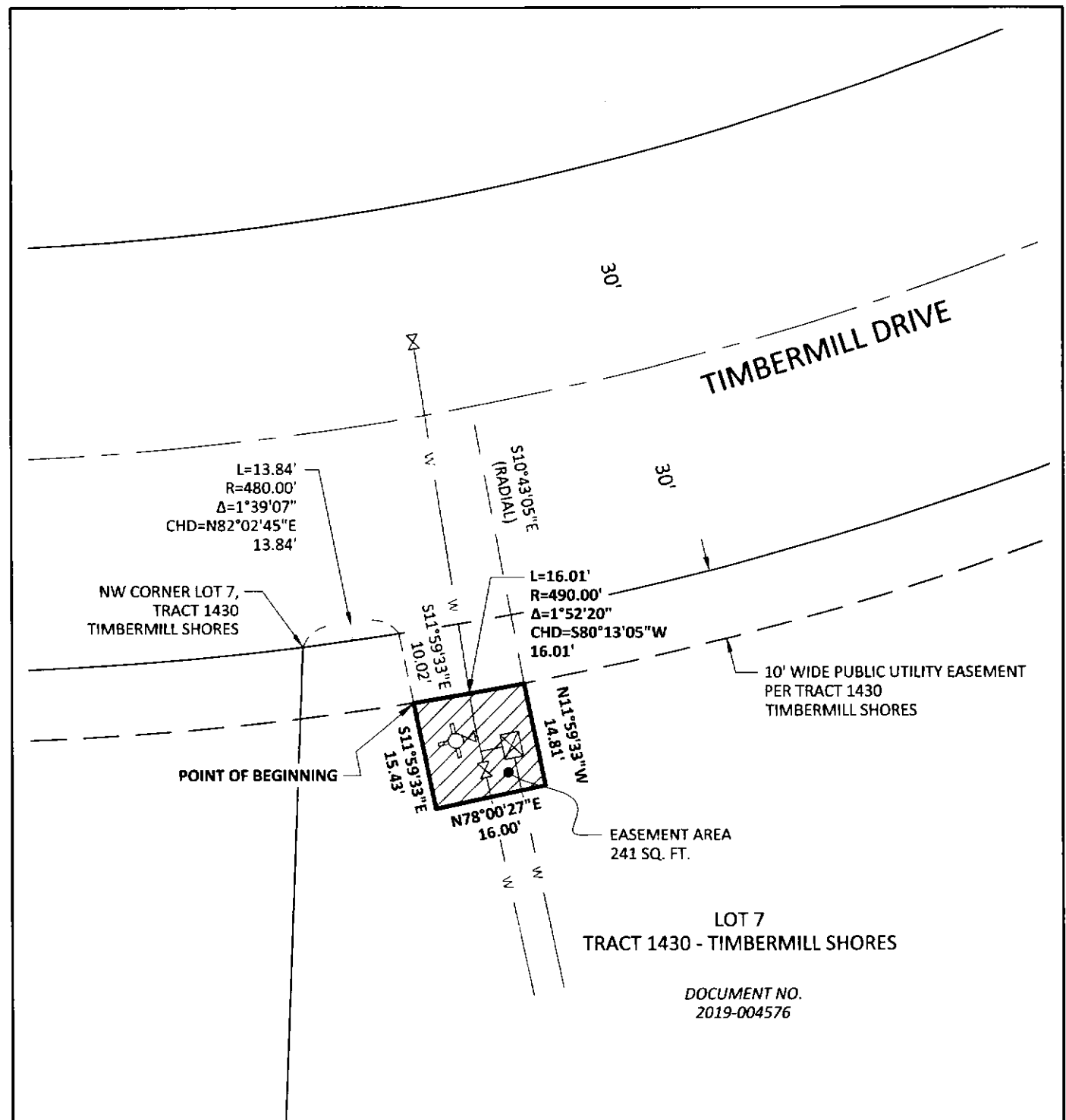
On the 10th day of December, 2019, personally appeared Nathan Cherpeski and Nickole Barrington, who, each being first duly sworn, did acknowledge that the former is the City Manager and the latter is the City Recorder of the City of Klamath Falls, an Oregon municipal corporation, and that the foregoing 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: 9-9-23





kpff

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www.kpff.com



SCALE: 1" = 20'

EXHIBIT MAP		DATE:	11/18/2019
WATER EASEMENT		DRAWN BY:	SD
		CHECKED BY:	TT
SECTION 32 / TOWNSHIP 38 SOUTH / RANGE 9 EAST / W.M.		PROJECT NO.	1800480
CITY OF KLAMATH FALLS / KLAMATH COUNTY / OREGON		SHEET:	2 OF 2