

2020-007970

Klamath County, Oregon

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601



00261368202000079700040048

06/30/2020 09:52:13 AM

Fee: \$97.00

GRANTOR:

John & Sarah Turnage
11951 Crossbill Drive
Klamath Falls OR 97601

GRANTEE:

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

EASEMENT FOR SANITARY SEWER LINES

John Turnage and Sarah Turnage, Grantor(s), in consideration of the terms and conditions of this Easement, the sufficiency of which is hereby acknowledged, *does/do* 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 sewer lines and all necessary appurtenances in, into, upon, over, across and under an approximately thirteen (13) 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. 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"): Lot 112 of Tract 1277, tax lot R-3809-019CB-00238-000.
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said 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 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 activities.
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 22 day of June, 2020.

GRANTEE:

CITY OF KLAMATH FALLS

By: _____

Nathan Cherpeski, City Manager

Attest: _____

Nickole Barrington, City Recorder

GRANTORS:

JOHN TURNAGE AND SARAH TURNAGE

John Turnage

Sarah Turnage

STATE OF OREGON)

) ss.

County of Klamath)

On the 22nd day of June, 2020, personally appeared John and Sarah Turnage, who, being first duly sworn, did acknowledge that they are authorized to execute this instrument and that this instrument is their voluntary act and deed.

WITNESS my hand and official seal.



SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon

My Commission Expires: 9-9-23

STATE OF OREGON)

) ss.

County of Klamath)

On the 29th day of June, 2020, 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 OF NOTARY PUBLIC

Notary Public for Oregon

My Commission Expires: 9-9-23

EXHIBIT A
1 OF 2

TRU SURVEYING LINE
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

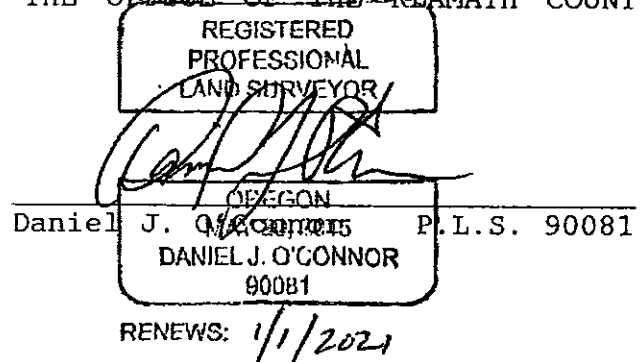


JUNE 15, 2020

LEGAL DESCRIPTION OF SANITARY SEWER EASEMENT

A SANITARY SEWER EASEMENT BEING A PORTION OF LOT 112 OF "TRACT 1277", SITUATED IN THE NW1/4 SW1/4 OF SECTION 19, T38S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION EAST LINE OF SAID LOT 112 AND THE SOUTH LINE OF THE 8 FOOT WIDE UTILITY EASEMENT, FROM WHICH THE NORTHEAST CORNER OF SAID LOT 112 BEARS N12°14'24"W 8.00 FEET; THENCE S12°14'24"E, ALONG THE SAID EAST LINE OF LOT 112, 10.37 FEET; THENCE, LEAVING THE SAID EAST LINE AND RUNNING PARALLEL WITH THE NORTH LINE OF SAID LOT 112, S77°45'36"W 10.97 FEET; THENCE N23°01'00"W 10.55 FEET TO A POINT ON THE SAID SOUTH LINE OF THE 8 FOOT WIDE UTILITY EASEMENT; THENCE N77°45'36"E 12.95 FEET TO THE POINT OF BEGINNING, CONTAINING 124 SQUARE FEET, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF "TRACT 1277" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.



MAP TO ACCOMPANY SEWER EASEMENT

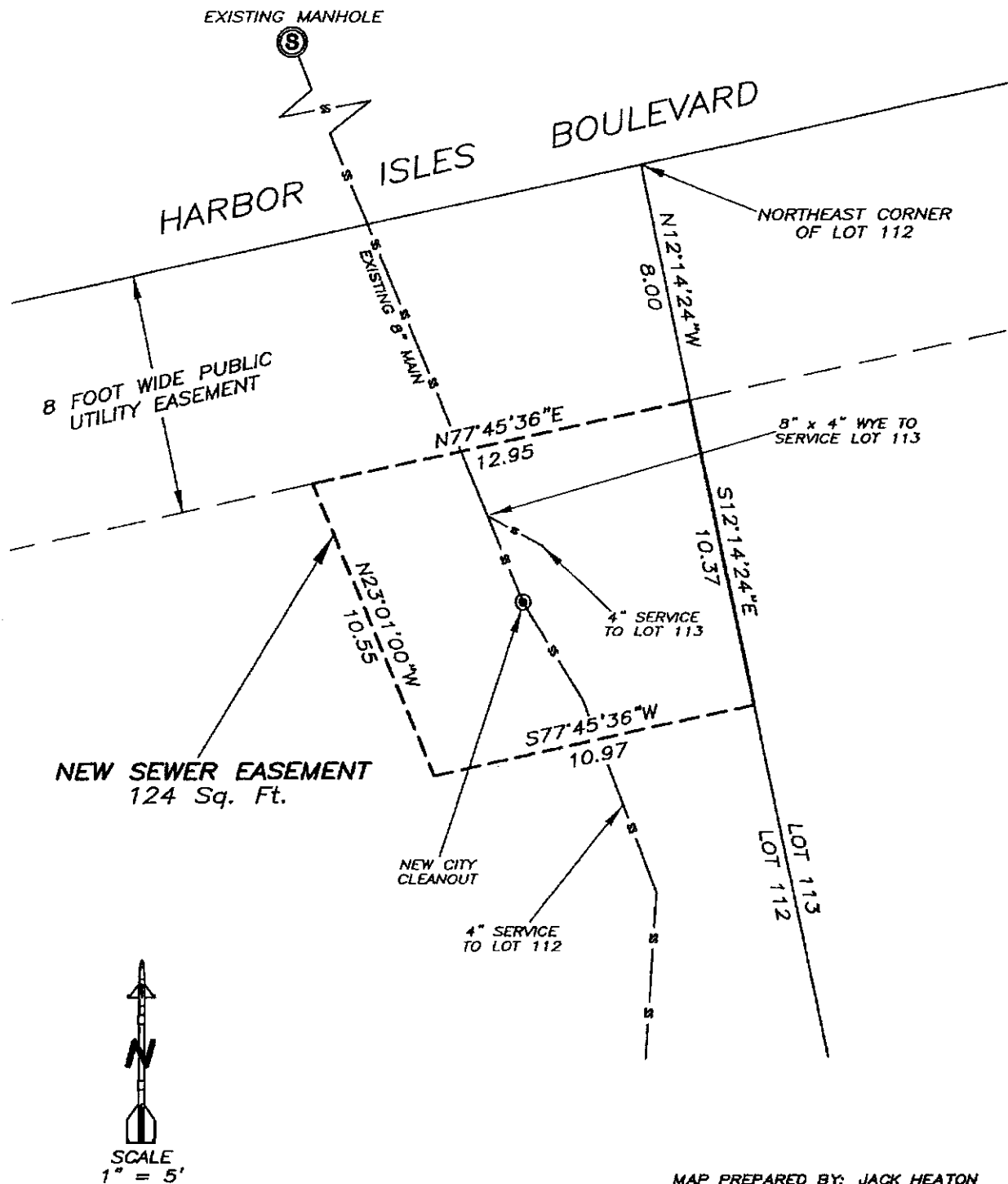
BEING A PORTION OF LOT 112 OF "TRACT 1277", SITUATED IN THE
NW1/4 SW1/4 OF SECTION 19, T38S, R9EWM,
KLAMATH COUNTY, OREGON

EXHIBIT A

2 OF 2

JUNE 2020

TAX LOT R-3809-019CB-00238-000



MAP PREPARED BY: JACK HEATON

TRU SURVEYING LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603

MAP PREPARED FOR:
JOHN & SARAH TURNAGE