

2020-016477

Klamath County, Oregon



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12/17/2020 02:19:31 PM

Fee: \$97.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Kevin & Cheri Conway
Trustees of the Conway Family Trust
24670 Schaupp Road
Klamath Falls, OR 97603

GRANTEE:

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

EASEMENT FOR WATER LINE

Kevin & Cheri Conway, as Trustees of the Conway Family Trust, 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 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 Grantor. 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**"): A portion of the vacated Gibbs Street, immediately north of Lot 4, Block 10 of the Dixon Addition to the City of Klamath Falls; within Tax Lot R-3809-028DC-07300-000, address of 179 Old Fort Road.
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's water line 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. 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/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 17th day of December, 20 20.

GRANTEE:

CITY OF KLAMATH FALLS

By: [Signature]
Nathan Cherpeski, City Manager

Attest: [Signature]
Nickole Barrington, City Recorder

GRANTOR:

KEVIN & CHERI CONWAY, Trustees of the Conway Family Trust

By: [Signature]
Kevin Conway, Trustee of the Conway Family Trust

By: [Signature]
Cheri Conway, Trustee of the Conway Family Trust

STATE OF OREGON)
) ss.
County of Klamath)

On the 17th day of December, 20 20, personally appeared Kevin Conway and Cheri Conway, who, being first duly sworn, did acknowledge that they are the Property Owners / Trustees of area described and depicted in Exhibit A, that the foregoing instrument was signed on behalf of the Conway Family Trust, that they are 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
My Commission Expires: 9-9-23

STATE OF OREGON)
) ss.
County of Klamath)

On the 17th day of December, 20 20, 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
My Commission Expires: 9-9-23

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

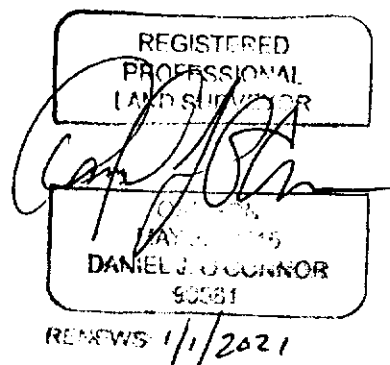


NOVEMBER 3, 2020

LEGAL DESCRIPTION OF 16 FOOT WIDE WATER LINE EASEMENT

A 16 FOOT WIDE WATER LINE EASEMENT, BEING A PORTION OF THE S1/2 OF VACATED GIBBS STREET IN "DIXON ADDITION", SITUATED IN THE SW1/4 SE1/4 OF SECTION 28, T38S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF OLD FORT ROAD, FROM WHICH THE NORTHWEST CORNER OF LOT 4, BLOCK 10 OF "DIXON ADDITION" BEARS S15°11'23"W 3.81 FEET; THENCE N15°11'23"E, ALONG THE SAID SOUTHEASTERLY RIGHT OF WAY LINE, 16.56 FEET; THENCE, LEAVING THE SAID SOUTHEASTERLY RIGHT OF WAY LINE, S89°42'58"E 133.00 FEET; THENCE S00°36'43"E 16.00 FEET; THENCE N89°42'58"W 137.51 FEET TO THE POINT OF BEGINNING, CONTAINING 2164 SQUARE FEET, MORE OR LESS, WITH BEARINGS BASED ON THE OREGON COORDINATE REFERENCE SYSTEM FOR THE BEND - KLAMATH FALLS ZONE.



MAP TO ACCOMPANY WATER LINE EASEMENT

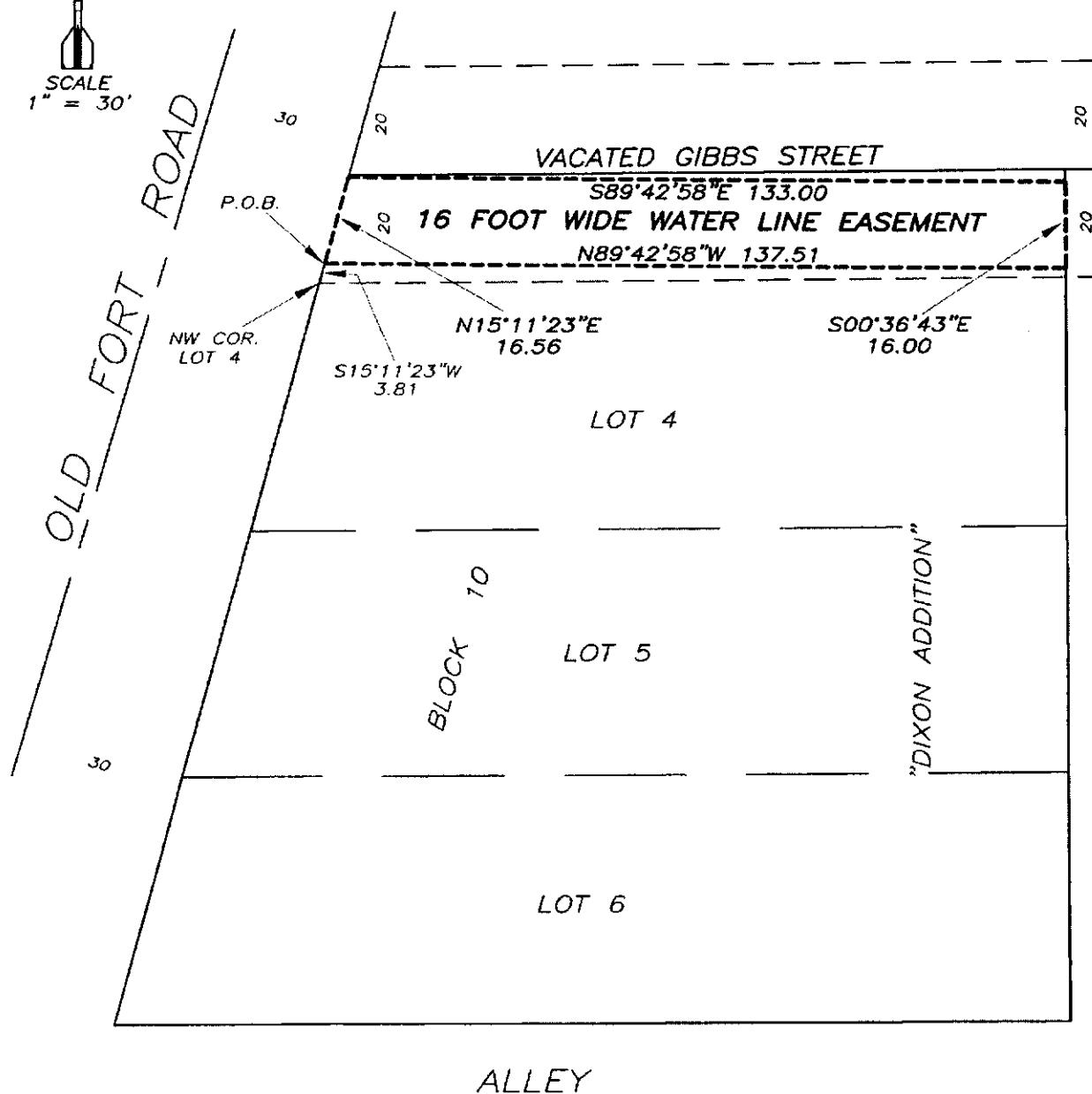
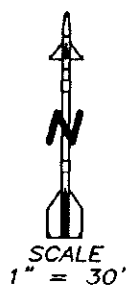
BEING A PORTION OF THE S1/2 OF VACATED GIBBS STREET IN "DIXON ADDITION",
SITUATED IN THE SW1/4 SE1/4 OF SECTION 28, T38S, R9EWM,
KLAMATH COUNTY, OREGON

NOVEMBER, 2020

TAX LOT R-3809-028DC-07300-000

EXHIBIT A

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BEARINGS BASED ON THE OREGON COORDINATE REFERENCE
SYSTEM FOR THE BEND - KLAMATH FALLS ZONE

MAP PREPARED FOR:
KEVIN AND CHERI CONWAY

MAP PREPARED BY:

TRU SURVEYING LINE
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603