

2022-003027

Klamath County, Oregon



03/11/2022 10:55:56 AM

Fee: \$107.00

TEMPORARY CONSTRUCTION AND
PERMANENT UTILITY EASEMENT AGREEMENT

This temporary Construction and Permanent Utility Easement Agreement (the "Agreement") is entered into by and between Jeff and Kris Brant, ("Grantor"); and Jon and Angela Deese, ("Grantor").

RECITALS

A. Grantor owns of record certain real property located in Klamath County, Washington and legally described on the attached and incorporated Exhibit A ("Grantor's Property").

B. Grantee owns of record certain real property adjacent to Grantor's Property also located in Klamath County, Washington and legally described on the attached and incorporated Exhibit B ("Grantee's Property") which Grantee intends to improve into a single family residential development. Grantor's Property and Grantee's Property are sometimes referred to in this Agreement collectively as the "Property."

C. Grantor and Grantee previously executed a Temporary Construction and Permanent Utility Easement Agreement filed under Klamath County Recording Number _____.

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) to be paid by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

1. Grant of Easements

1.1 Utility Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the property described on the attached and incorporated Exhibit D (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground sanitary sewer pipe and related underground sanitary sewer facilities, underground water pipes and other utilities, including junction boxes and related equipment (the "improvements"), and for access to the Utility Easement Area is depicted generally on the attached and incorporated Exhibit C.

1.2 Temporary Construction Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon the property described on the attached and incorporated Exhibit D (the "Temporary Easement Area") for use in the initial construction and installation of the improvements and other construction purposes reasonably related to the initial construction of the improvements. Prior to commencement of the Temporary

Frank Deese
Returned at Counter

Construction Easement, Grantee shall have access to the Property during normal business hours to conduct all studies, tests, examinations and surveys necessary to design and construct the improvements. The Temporary Construction Easement is depicted generally on the attached and incorporated Exhibit C.

2. Terms of Easements.

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until Grantee has abandoned the Improvements, as the term "abandonment" is defined in Section 5.7 below, or until the Utility Easement Area has been dedicated to the City of NA_____. Sanitary Sewer Utility and/or such other governing jurisdiction as may request or require such dedication in connection with Grantee's development of the Property Grantor agree to execute such documents as either grantee or any such governing jurisdiction may deem necessary or desirable in connection with the installation of the improvements or in connection with any such dedication, provided, however, that Grantee agrees to construct the improvements in a manner which will make the same accessible to Grantor's Property.

2.2 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate and expire upon (I) the date construction of the Improvements are completed, or (II) NA_____, whichever date shall first occur. Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of Grantee in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area; or develop, landscape, or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation.

4. Construction of Utility Improvements.

4.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor Property all costs and expenses of construction and maintenance of the improvements, including the installation of up to two side sewer connections for Grantor's use and the exercise of any easement rights granted under this Agreement.

4.2 Compliance With Laws. Grantee shall construct the improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules

and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

4.3 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities. Grantee acknowledges that it is aware that Grantor intends to install a new driveway from 124th Avenue SE to the existing house and/or to a new house to be constructed on the western portion of Grantor's Property. Grantee agrees that if the surface of the driveway is disturbed by Grantee in the exercise of its right to install a new sewer line from Grantor's Property to Grantee's Property, then Grantee shall resurface the new driveway (rather than merely patch the disturbed portion(s) of the new driveway)

5. General Provisions.

5.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledge that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consent to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of any thing done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

5.2 Effective Date. This agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

5.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

5.6 Plan. Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the improvements installed in the Utility Easement Area.

5.7 Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all of the improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

5.8 Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

5.8 Cancellation of Prior Agreement. This Agreement shall supercede and replace that certain Temporary Construction and Permanent Utility Easement Agreement filed under _____ County Recording Number _____

IN WITNESS of this, the undersigned have executed this Agreement as of this 06 day of March, 2022

XX
XX

Dated this 06 day of March, 2022

Kirk H. Bront, Grantor

William M. Bront, Grantor

By: _____

By: _____

By: _____

By: _____



Rebecca Hamilton

Notary Public in and for the State of
Washington, residing at Vancouver, WA
My Appointment Expires 12/02/2024



2020-007773

Klamath County, Oregon

06/26/2020 08:18:42 AM

Fee: \$87.00

THIS SPACE RESERVED FOR

After recording return to:

Frank L. Deese and Angela Deese

1545 Pacific Terrace

Klamath Falls, OR 97601

Until a change is requested all tax statements shall be sent to the following address:

Frank L. Deese and Angela Deese

1545 Pacific Terrace

Klamath Falls, OR 97601

File No. 376467AM

STATUTORY WARRANTY DEED

**James M. Machado and J. Ranell Machado,
as Tenants by the Entirety ,**

Grantor(s), hereby convey and warrant to

Frank L. Deese and Angela Deese, as Tenants by the Entirety,

Grantee(s), the following described real property in the County of Klamath and State of Oregon free of encumbrances except as specifically set forth herein:

Parcel 1 of Land Partition 07-10 in NE1/4SE1/4 Section 4, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, For Lawful Creation, recorded July 20, 2010 in Volume 2010-008691, Microfilm Records of Klamath County, Oregon.

The true and actual consideration for this conveyance is \$85,000.00.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

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