

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

2022-003741**Klamath County, Oregon**

00297588202200037410040043

03/28/2022 03:12:09 PM

Fee: \$97.00

GRANTORS:

Howard J. and Cynthia F. Tompkins
Mailing Address: PO Box 132
2738 Montelius Street
Klamath Falls, OR 97601

GRANTEE:

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

EASEMENT FOR STORM LINES & STORM MANHOLE

Howard J. and Cynthia F. Tompkins, Grantors, in consideration of the terms and conditions of this Easement, the sufficiency of which is hereby acknowledged, 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 storm lines and manhole and all necessary appurtenances in, into, upon, over, across and under a twenty-foot (20') wide strip of land legally described and depicted on the attached EXHIBITS A and B, attached hereto and incorporated herein (the "**Easement Area**").

Additional terms of the Easement are as follows:

1. **Consideration**. Grantee has paid to Grantors the sum of \$0.00, the receipt of which is hereby acknowledged by Grantors. The actual consideration for this transfer consists of or includes other property or value given which is the whole consideration. Grantors shall bear the costs of recording this Easement.

2. **Property Burdened**. The Easement Area lies within the real property owned by Grantors that is legally described as follows (the "**Property**"): Parcel 1 of Land Partition 20-20, currently Map/Tax Lot# R-3809-019DD-00103-000.

3. **Restrictions**. Grantors shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said storm lines and manhole or cause damage to them. Grantors retain the right to utilize the Easement Area for pedestrian walkways, driveways or parking area (reinforced Portland cement concrete is prohibited). Grantors agree that any other use of the Easement Area or the ingress/egress area permitted by Grantors 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 Grantors harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings asserted by third parties against Grantors and Grantors' 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 Grantors' 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 Grantors so as not to unreasonably interfere with Grantors' 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 Grantors' 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 28th day of March, 2022.
Pursuant to ORS 93.808, Grantee hereby accepts this conveyance.

GRANTEE:

CITY OF KLAMATH FALLS

By: Jessica Lindsay
Jessica Lindsay, City Manager

Attest: Nickole Barrington
Nickole Barrington, City Recorder

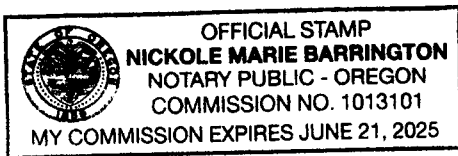
GRANTORS:

By: Howard J. Tompkins
Howard J. Tompkins - Property Owner

By: Cynthia F. Tompkins
Cynthia F. Tompkins - Property Owner

STATE OF OREGON)
) ss.
County of Klamath)

On the 19th day of March, 2022, personally appeared Howard J. and Cynthia F. Tompkins, who, being first duly sworn, did acknowledge that they are the property owners of the property being burdened by this Easement, and that the foregoing instrument is their voluntary act and deed.

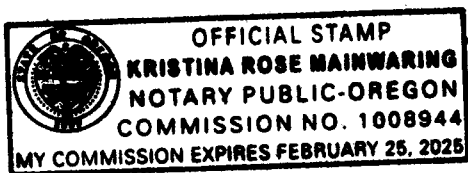


WITNESS my hand and official seal.

Nickole Marie Barrington
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 6-21-2025

STATE OF OREGON)
) ss.
County of Klamath)

On the 28th day of March, 2022, personally appeared Jessica Lindsay 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.

Kristina Rose Mainwaring
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 02/25/2025

EXHIBIT 'A'
DESCRIPTION OF 20' WIDE PUBLIC STORMWATER DRAINAGE
EASEMENT EXTENSION ACROSS PARCEL 1 OF L.P. 20-20

A 20' Wide strip of land over a portion of Parcel 1 of "Land Partition 20-20", being recorded in the Klamath County Surveyor's Office, situated in the SE1/4 SE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said easement being more particularly described as follows:

Commencing at the Northwest Corner of Parcel 1 of "Land Partition 20-20"; thence along the north boundary of said Parcel 1 South 89°16'14" East, 66.11 feet to the **True Point of Beginning** for this easement description; thence continuing along the north boundary of Parcels 1 of said L.P. 20-20 South 89°16'14" East, 104.21 feet to a point marking the westerly end of a 20' wide public drainage easement per L.P. 20-20; thence along the end of said easement South 00°43'46" West, 20.00 feet; thence North 89°16'14" West, 104.21 feet; thence North 00°43'46" East, 20.00 feet to the point of beginning.

Said easement containing 2,084 sq.ft. more or less. Basis of Bearings is based on Land Partition 20-20, as recorded in the Klamath County Surveyor's office.

NW COR
PARCEL 1
L.P. 20-20

S89°16'14"E
66.11'

N00°43'46"E
20.00'

S89°16'14"E
104.21'

S00°43'46"W
20.00'

(E) 20.0' PUBLIC DRAINAGE
EASEMENT PER L.P. 20-20

(E) 16.0' SANITARY SEWER
EASEMENT D.V. M88, PG. 16014

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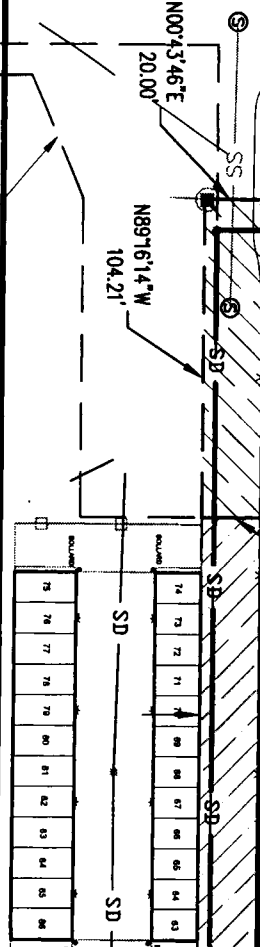
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EASEMENT D.V. M88, PG. 16014



PRIVATE DRAINAGE EASEMENT
AROUND STORM FACILITY
2018-005781

(E) 16.0' SANITARY SEWER
EASEMENT D.V. M88 PG. 16014

PARCEL 2
L.P. 20-20

(E) 10.0' PVT DRAINAGE
EASEMENT 2018-005781

PARCEL 1
L.P. 20-20

PARCEL 2
L.P. 35-08

PARCEL 3
L.P. 35-08

LEGEND:



PROPOSED 20' WIDE PUBLIC
DRAINAGE EASEMENT EXTENSION



EXISTING 20' WIDE PUBLIC DRAINAGE
EASEMENT PER L.P. 20-20



EASEMENT LINE



PROPERTY LINE

R-C
RHINE-CROSS
GROUP

ENGINEERING - SURVEYING - PLANNING
112 N 5th ST - SUITE 200 - P.O. BOX 909
KLAMATH FALLS, OREGON 97601

EXHIBIT 'B'

PUBLIC STORM DRAINAGE EASEMENT
EXTENSION ACROSS PARCEL 1 L.P. 20-20

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Marcus D. Cross
OREGON
JULY 6, 2010
MARCUS D. CROSS
55506PLS

Phone: (541) 851-9405

Fax: (541) 273-9200

admin@rc-grp.com

MARCH 2022

RENEWALS: 12-31-2023