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Blain Law



09/06/2023 11:20:27 AM

Fee: \$107.00

AFTER RECORDING RETURN TO:

Walter R. Gowell
Post Office Box 480
McMinnville OR 97128

PRIVATE WATERLINE EASEMENT AGREEMENT

DATE: 8/7, 2023

GRANTOR: Marlene A. Haddeland

GRANTEE: Skyline View District Improvement Company
7806 Cannon Avenue
Klamath Falls OR 97603

This grant of a non-exclusive PRIVATE WATERLINE EASEMENT ("Agreement") is made by and between Marlene A. Haddeland, ("Grantor"), and Skyline View District Improvement Company, a corporate district improvement company, its successors and assigns ("Grantee") for the consideration hereinafter stated. The non-exclusive private waterline easement exists over, under, through, across, and along the full width and length of the premises described as follows, ("Easement Area") to wit:

1. The legal descriptions of the Easement Area is set forth in EXHIBIT "A" attached hereto and incorporated by this reference.
2. A map of the legal description is set forth on EXHIBIT "B" attached hereto and incorporated by this reference.

The true consideration for this conveyance is \$00.00. However, the actual consideration consists of other value given, which value constitutes the whole consideration.

This Agreement is intended to document an existing permanent non-exclusive easement on the property described, and not to convey fee title or any interest in the underlying property except as expressly stated herein. The easement granted shall not prevent Grantor from the use of said property, provided however, that such use shall not be permitted to interfere with the rights herein granted. Grantor shall not be permitted to endanger the lateral support of any waterline constructed or reconstructed within the easement granted herein. Grantor shall keep the easement clear of debris. Grantor will remove any outbuildings that block the easement to allow Grantee access to the waterline or pipes. Grantor will not construct any future improvements that hinder or block Grantee's access to the waterline or pipes.

EXHIBIT 1 TO Settlement Agreement Page 2 of 5

Grantor and Grantee agree that Grantor shall retain and reserve the right to relocate the location of the Easement Area and then relocate the existing waterline, in conformance with applicable plumbing code requirements, at Grantor's sole expense, and in coordination with Grantee, to facilitate any construction of future improvements on Grantor's property. The location of said relocated easement would be subject to Grantee's approval.

Grantor hereby covenants to and with Grantee that Grantor is the owner of said property, which is free from all encumbrances, except for easements, conditions and restrictions of record, and that Grantor will warrant and defend the easement rights herein granted from all claims whatsoever.

Grantee (and other public or private entities or persons Grantee deems in its sole discretion as appropriate) shall have the right to use the Easement Area for waterline purposes, and shall have the right to install, construct, operate, maintain, repair, replace, and reconstruct said facilities as Grantee may deem necessary over, across, through, in and under the easement described on Exhibit "A" and delineated on Exhibit "B".

Grantee, upon the initial installation (as applicable) and upon each and every occasion that the same may be repaired, replaced, renewed, added to, or removed, will restore the Grantor's premises and any improvements disturbed by the Grantee, to as good a condition as they were prior to any such installation work, including, but not limited to, the restoration of any topsoil, lawn, and nursery stock of like kind and quality subject to reasonable substitution as may be necessitated by obstruction or interference with the use granted herein.

Grantee shall save, defend, indemnify and hold Grantor harmless against any activity by Grantee or grantee's agents or contractors in the Easement Area, and shall maintain commercially reasonable amounts of general liability insurance for such purposes.

IN WITNESS WHEREOF, the parties have caused this Private Waterline Easement Agreement to be executed as of the day and year first above written.

Marlene A. Haddeland, Grantor

By: Brett Haddeland POA

Attorney-in-Fact

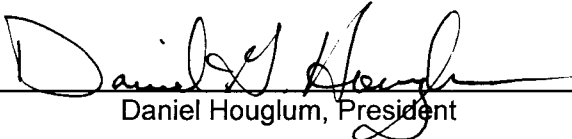
STATE OF OREGON, County of Klamath) ss.

The foregoing instrument was acknowledged before me this 7 day of August 2023, by Brett Haddeland in his/her capacity as Attorney-in-Fact for Marlene A. Haddeland.



Jacquelyn Marie Paulson
Notary Public for Oregon
My Commission Expires: March 23, 2026

Skyline View District Improvement Company, Grantee

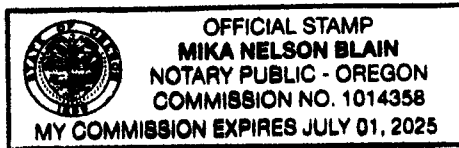
By: 
Daniel Hougum, President

By: _____
Walter Roland, Secretary

STATE OF OREGON, County of Klamath) ss.

The foregoing instrument was acknowledged before me this 22nd day of August 2023, by Daniel Hougum and Walter Roland in their capacities as President and Secretary, respectively, of Skyline View District Improvement Company.


Notary Public for Oregon
My Commission Expires: 7/1/2023



Skyline View District Improvement Company, Grantee

By: _____
Daniel Hougum, President

By: Walter Roland
Walter Roland, Secretary

STATE OF OREGON, County of Klamath) ss.

The foregoing instrument was acknowledged before me this 29th day of August 2023, by Daniel Hougum and Walter Roland in their capacities as President and Secretary, respectively, of Skyline View District Improvement Company.

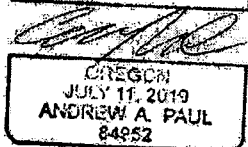
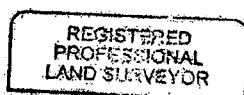


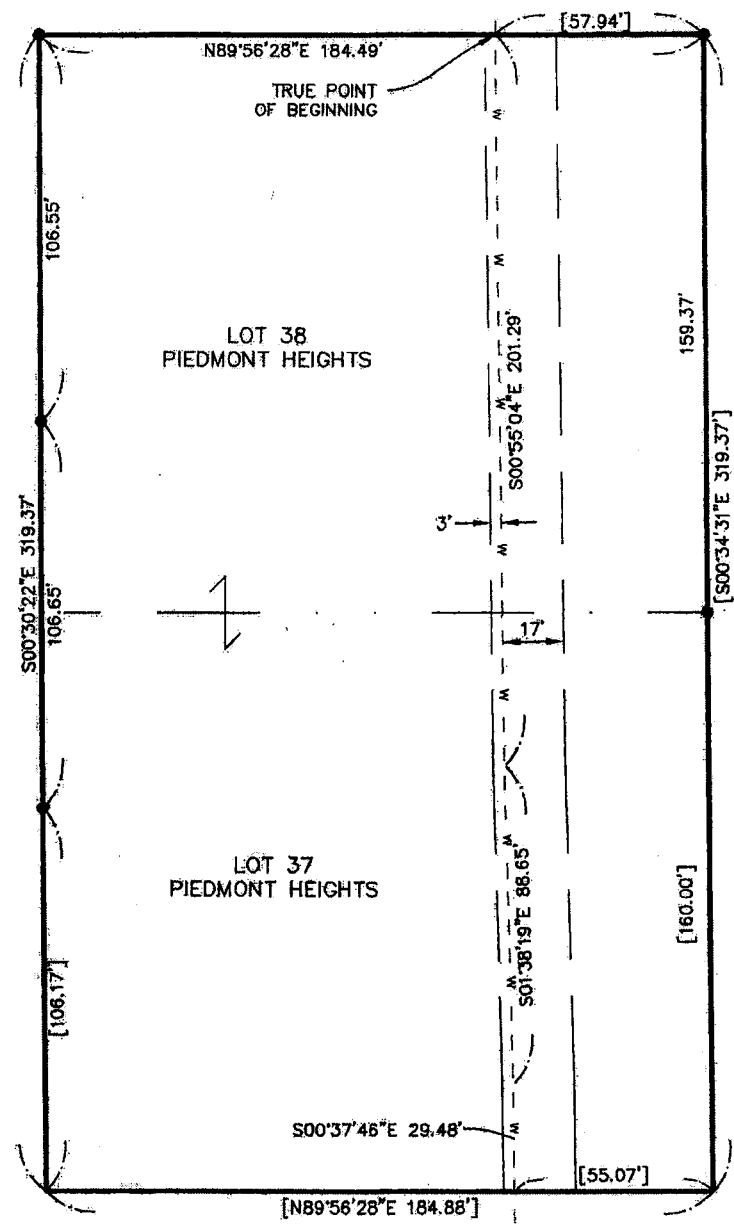
Mika Nelson Blain
Notary/Public for Oregon
My Commission Expires: 07/01/2023

EXHIBIT A

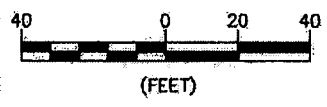
AN AREA OF LAND IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. A 20 FOOT STRIP OF LAND LYING 3 FEET ON THE WEST SIDE AND 17 FEET ON THE EAST SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE NORTHEAST CORNER OF LOT 38 OF PIEDMONT HEIGHTS; THENCE ALONG THE NORTH LINE OF SAID LOT SOUTH $89^{\circ}56'28''$ WEST 57.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LOT LINE SOUTH $00^{\circ}55'04''$ EAST 201.29 FEET; THENCE SOUTH $01^{\circ}38'19''$ EAST 88.65 FEET; THENCE SOUTH $00^{\circ}37'46''$ EAST 29.48 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT.





SCALE: 1" = 40'



LEGEND

- FOUND 1/2" IRON ROD
- - - - - W - - EXISTING WATERLINE
- PROPERTY LINE
- - - - - UTILITY EASEMENT
- [] CALCULATED DATA

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Andrew A. Paul

OREGON
JULY 11, 2019
ANDREW A. PAUL
84952

EXPIRES: 12/31/22

A. ADKINS
ENGINEERING & SURVEYING
1435 ESPLANADE AVENUE
KLAMATH FALLS, OR 97601
o / 541.884.4666
w / AdkinsEngineering.com
ENGINEERING • PLANNING • SURVEYING

3-3-2022

2987-02

**OWNERS: VERNON &
MARLENE HADDELAND**
WATERLINE EASEMENT
TAXLOTS:
3909-001DA-00300, 00400
EXHIBIT B