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Klamath County, Oregon



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AFTER RECORDING RETURN TO:

Andrew C. Brandsness  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls OR 97601

**PRIVATE WATERLINE EASEMENT AGREEMENT**

DATE: Aug, 25, 2023

GRANTOR: Autumn M. Young  
2307 Watson Street  
Klamath Falls OR 97603

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 Autumn M. Young, ("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.

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.

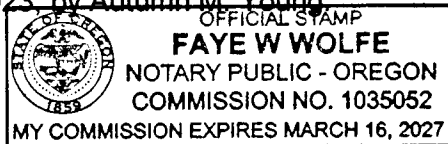
Grantee shall save, defend, indemnify and hold Grantor harmless against any activity by Grantee or grantee's agents or contractors in the Easement Area, and shall maintain commercially reasonable amounts of general liability insurance for such purposes.

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

Autumn M. Young  
Autumn M. Young, Grantor

STATE OF OREGON, County of Klamath) ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August, 2023, by Autumn M. Young.



Faye W. Wolfe  
Notary Public for Oregon  
My Commission Expires: 3-16-27

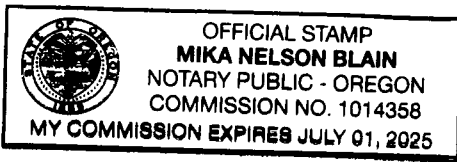
Skyline View District Improvement Company

By: *Daniel M. Hougum*  
Daniel Hougum, President

By: *Walter Roland*  
Walter Roland, Secretary

STATE OF OREGON, County of Klamath) ss.

The foregoing instrument was acknowledged before me this 29<sup>th</sup> 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: 07/01/2025

**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 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

BEGINNING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF LOT 41 OF PIEDMONT HEIGHTS SOUTH 00°34'31" EAST 14.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LOT LINE NORTH 88°03'22" 57.25 FEET; THENCE NORTH 88°57'59" EAST 300.63 FEET; THENCE SOUTH 00°55'51" EAST 80.82 FEET; THENCE SOUTH 00°25'41" EAST 85.47 FEET TO A POINT ON THE EXTENTION OF THE SOUTH LINE OF SAID LOT BEARING NORTH 89°56'28" EAST 173.06 FEET FROM A 1/2" IRON ROD ON THE SOUTH LINE OF SAID LOT.

TOGETHER WITH: BEGINNING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF LOT 41 OF PIEDMONT HEIGHTS SOUTH 00°34'31" EAST 14.44 FEET; THENCE LEAVING SAID LOT LINE NORTH 88°03'22" 57.25 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°15'31" EAST 171.40 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Andrew A. Paul*  
OREGON  
JULY 11, 2019  
ANDREW A. PAUL  
84952

EXPIRATION DATE: 12/31/22

