



12/28/2023 12:29:04 PM

Fee: \$97.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

Jeremy and Katie Way  
2244 Wantland Avenue  
Klamath Falls, OR 97601

**GRANTEE:**

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

**EASEMENT FOR UTILITY LINES**

**JEREMY AND KATIE WAY**, Grantors (*collectively also referred to as Grantor within the document*), 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 required municipal *utility* lines and all necessary appurtenances in, into, upon, over, across and under a sixteen (16') foot wide strip of land legally described and depicted on 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 Grantor the sum of \$3,520.00, the receipt of which is hereby acknowledged by Grantor. Additionally, Grantee will install a 3" conduit into the public right-of-way trench for Grantor's use to provide future power service to the property burdened. Grantee 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**"): Lot 11/Block 5 of the Lynnewood Addition (Map/TL#3808-025DD-10200).
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said *utility* lines or cause damage to the lines. 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 *utility* lines. 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 of the 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 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 their 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 December, 2023.  
Pursuant to ORS 93.808, Grantee hereby accepts this conveyance.

**GRANTEE:**

**CITY OF KLAMATH FALLS**

By: Jonathan Teichert  
Jonathan Teichert, City Manager

Attest: Nickole Barrington  
Nickole Barrington, City Recorder

**GRANTORS:**

By: Jeremy Way  
Jeremy Way

By: Katie Way  
Katie Way

STATE OF Oregon )  
) ss.  
County of Klamath )

On December 28th, 2023, personally appeared Jeremy and Katie Way, who, being first duly sworn, did acknowledge that they are the property owners of the subject property burdened by the Easement and are authorized to execute this instrument.



WITNESS my hand and official seal.

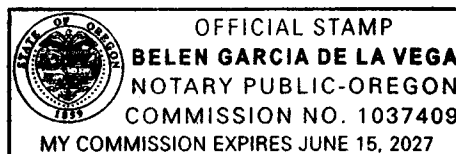
Belen Garcia de la Vega  
SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon

My Commission Expires: June 15, 2027

STATE OF OREGON )  
) ss.  
County of Klamath )

On the 28th day of December, 2023, personally appeared Jonathan Teichert 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.

Belen Garcia de la Vega  
SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon

My Commission Expires: June 15, 2027

## **EXHIBIT "A"**

### **EASEMENT**

A 16-foot-wide strip of land situated in the southeast quarter of the southeast quarter of Section 25, Township 38 South, Range 8 East of the Willamette Meridian, City of Klamath Falls, Klamath County, Oregon. Said strip being more particularly described as follows:

Beginning at the northeast corner of Lot 11, Block 5 of Tract 1091 – Lynnewood, a duly recorded subdivision on file at the Klamath County Clerk's Office, marked by a 5/8" rod with a "City of Klamath Falls" Aluminum Cap; thence along the easterly lot line of said Lot 11, South 36°38'29" West, 108.23 feet to the southeast corner of said lot 11 marked with a 5/8" rod with a "City of Klamath Falls" Aluminum Cap; thence along the southerly line of said lot 11, North 58°13'26" West, 16.06 feet; thence leaving said southerly line and parallel with said easterly line, North 36°38'29" East, 109.59 feet to the southerly right of way of Ponderosa Drive; thence along said right of way, South 53°22'53" East, 16.00 feet to the Point of Beginning.

The Basis of Bearings is grid north of the Oregon Coordinate Reference System, Bend-Klamath Falls Zone.

Containing 1743 square feet, more or less.

# EXHIBIT "B"

LOCATED IN LOT 11, BLOCK 5 OF TRACT 1091 - LYNNWOOD  
SITUATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 25, T38S, R08E W.M.  
KLAMATH FALLS, OREGON

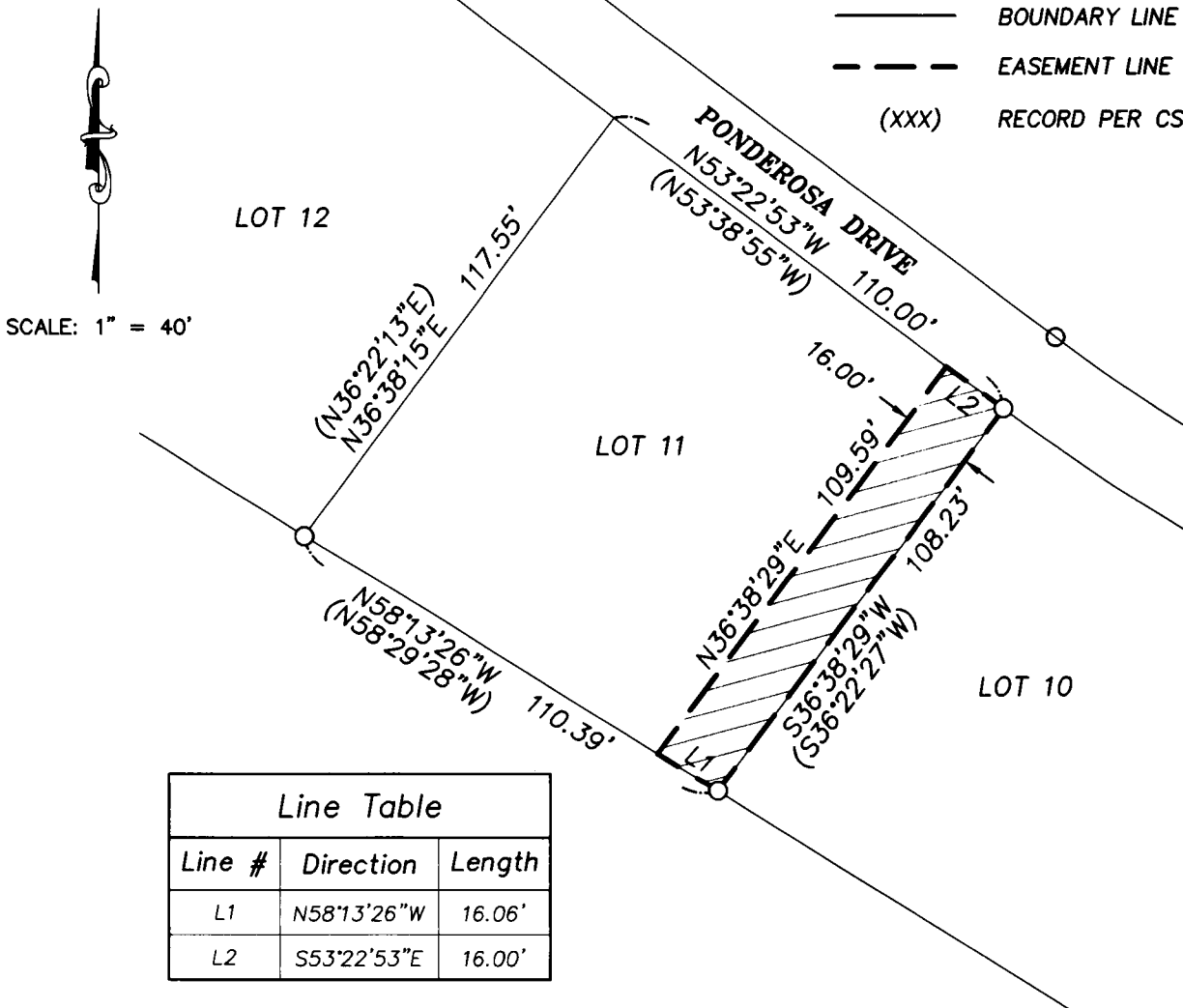
## LEGEND:

○ FOUND MONUMENT  
PER CS 5039

— BOUNDARY LINE

- - - EASEMENT LINE

(XXX) RECORD PER CS 5039



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Calvin Owen Baker*

OREGON  
MARCH 14, 2023  
CALVIN OWEN BAKER  
95990

RENEWAL DATE: 12-31-25

**R-C**  
RHINE-CROSS  
GROUP

RHINE-CROSS GROUP LLC

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

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