

AFTER RECORDING, RETURN TO: City Recorder
Post Office Box 237
Klamath Falls OR 97601

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that KLAMATH COUNTY SCHOOL DISTRICT, Grantor, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the CITY OF KLAMATH FALLS, OREGON, Grantee, a permanent, nonexclusive easement for the purpose of installing, inspecting, repairing, maintaining, altering, and operating a City water line and all necessary appurtenances in, into, upon, over, across, and under a strip of land described as follows:

A 16.00 foot wide easement for the purpose of construction, operation, and maintenance of an underground water line and appurtenances located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said easement being located on the northerly 16.00 feet of that parcel of land described in Deed Volume M 80 Page 5490, Klamath County Deed Records, said easement being more particularly described as follows: Beginning at the northeast corner of that parcel of land described in said Deed Volume M 80 Page 5490, from which the North $\frac{1}{4}$ corner of Section 35 bears N88°22'24"W 1131.94 feet; thence S3°18'00"W 16.01 feet; thence N88°49'11"W 191.58 feet; thence N49°26'34"E 24.03 feet; thence S88°49'11"E 174.24 feet to the point of beginning; together with an additional 10.00 foot wide easement for temporary use during water line construction lying parallel and contiguous with the southerly boundary of the above-described 16.00 foot easement;

together with the right of ingress and egress over Grantor's adjoining lands for the purposes of this easement.

Grantor shall not erect any building within the easement area which would inhibit access to said City water line or cause damage to it. Grantor reserves the right to utilize the easement area for roadways, driveways, parking lots, and/or landscaping, provided however, that trees which would interfere with the water line are not planted.

The grant of this easement is subject to the following terms and conditions which the Grantee, by accepting this easement and by entering onto the demised premise, does expressly accept:

a. If the property, or any of Grantor's adjoining property, is disturbed by the installation, maintenance, breach, repair, replacement, or removal of the subject water line, the Grantee shall promptly return Grantor's property to the condition it was in prior to such installation, breach, repair, or other action.

b. At such time as Grantor's adjoining property is improved for school use and such improvements reasonably require domestic water service, then Grantor, as partial consideration for this easement, shall be entitled to one (1) hook-up onto the subject water line, and the Grantee does hereby waive any and all hook-up fees, water meter fees, service extension fees, or other fees resulting from the connection of the improvements to the water line. Provided, however, that Grantor shall pay all regular periodic fees charged by Grantee to its water customers for Grantor's actual consumption of water provided by Grantee.

c. In the event Grantee shall fail to perform its obligations under this agreement, Grantor shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law.

d. In the event of any litigation arising under this agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial or on appeal as adjudged by the trial or appellate court.

e. This Easement shall bind and benefit the parties hereto and their subsequent purchasers, successors, and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands this 7th day of March, 1995.

KLAMATH COUNTY SCHOOL DISTRICT

By: _____

Its School Board Chairperson

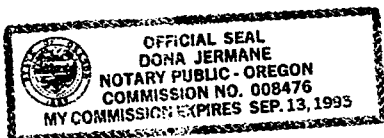
By: Michael W. Stahl

Its District Clerk

STATE OF OREGON, County of Klamath) ss.

On the 14th day of March, 1995, personally appeared ~~Karen Armstrong~~ and Michael W. Stahl, who, each being first duly sworn, did say that ~~he the former is the Chairperson and the latter is the District Clerk of the Klamath County School District, an Oregon municipal corporation, and that the instrument was signed on behalf of said municipal corporation; and each of them acknowledged said instrument to be its voluntary act and deed.~~

Before me:



Donna Jermene
Notary Public for Oregon
My Commission Expires: 9-13-95

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of June, 1995.

KLAMATH COUNTY SCHOOL DISTRICT

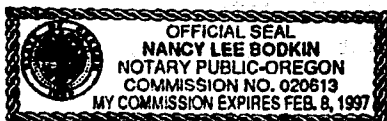
By:

Karen Armstrong
Karen Armstrong
Its School Board Chairperson

STATE OF OREGON, County of Klamath) ss.

On the 27th day of June, 1995, personally appeared Karen Armstrong, who, being first duly sworn, did say that she is the Chairperson of the Klamath County School District, an Oregon municipal corporation, and that the instrument was signed on behalf of said municipal corporation; and she acknowledged said instrument to be its voluntary act and deed.

Before me:



Nancy Lee Bodkin
Notary Public for Oregon
My Commission Expires: Feb 8, 1997

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of City of K Falls the 11th day
of July A.D., 19 95 at 2:35 o'clock P M., and duly recorded in Vol. M95
of Deeds on Page 17928

Bernetha G. Letsch
By [Signature] County Clerk

FEE \$20.00