

2010-011990

Klamath County, Oregon



00091479201000119900120122

10/12/2010 02:30:14 PM

Fee: \$92.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Klamath Community College District
7390 South 6th Street
Klamath Falls, OR 97603

GRANTEE:

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

EASEMENT FOR WATER LINES

The Klamath Community College District, Grantor, in consideration of the terms and conditions of this Easement, the sufficiency of which is hereby acknowledged, does 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 water line and all necessary appurtenances in, into, upon, over, across and under parcels 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.** The actual consideration for this transfer consists of or includes other property or value given which is part of the whole consideration. Grantor 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, Parcel 2 of Land Partition 10-99 (the "Property");
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said water lines or cause damage to it. Grantor retains the right to utilize the Easement Area for asphalt driveways or parking area (Portland cement concrete is prohibited except for curbs and gutters) and/or landscaping, except for trees that in Grantee's judgment would interfere with the water 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 and enjoyment of those 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 attorneys' 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 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 Grantor so as not to unreasonably interfere with Grantor's ongoing 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 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 8th day of October, 2010.

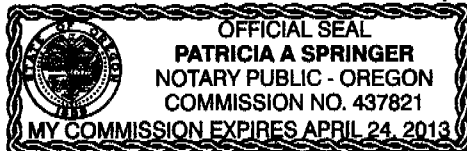
GRANTEE:
CITY OF KLAMATH FALLS

By: *Rick Whitlock*
Rick Whitlock, City Manager

Attest: *Shirley Kappas*
~~Elisa D. Olson, City Recorder~~
Shirley Kappas, Deputy City Recorder

STATE OF OREGON)
) ss.
County of Klamath)

On October 8th, 2010, personally appeared Renée M. Ferguson, who, being first duly sworn, did acknowledge that she is the Vice President of Administrative Services for the Klamath Community College, that the foregoing instrument was signed on behalf of the Klamath Community College, that she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

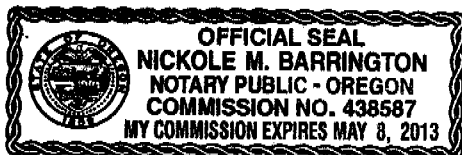


WITNESS my hand and official seal.

Patricia A. Springer
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: April 24, 2013

STATE OF OREGON)
) ss.
County of Klamath)

On the 11th day of October, 2010, personally appeared Rick Whitlock and *Shirley Kappas* ~~Elisa D. Olson~~, 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.

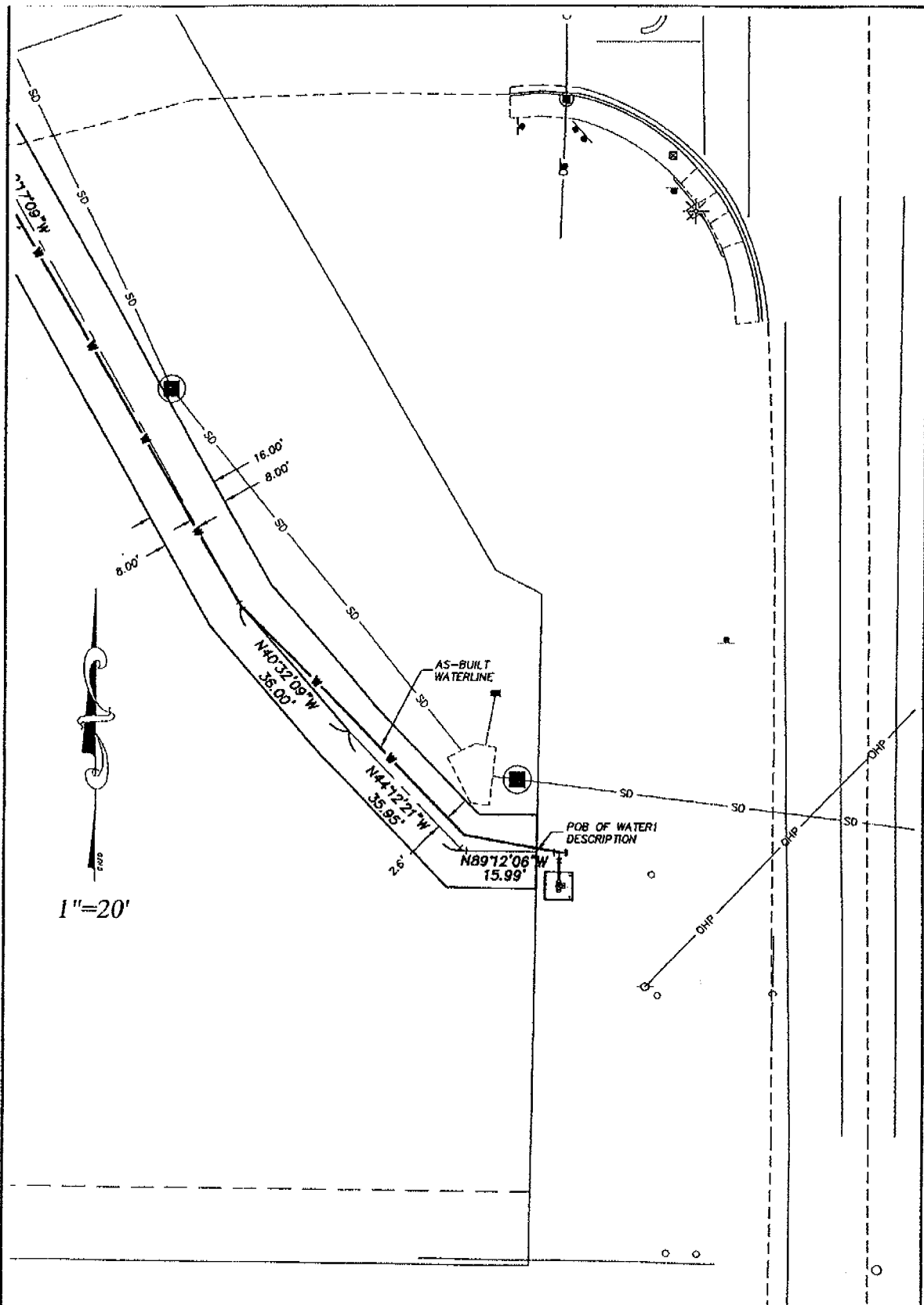
Nickole M. Barrington
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2013

LEGAL DESCRIPTION OF: WATER1

A strip of land situated in the NE1/4 of Section 12, Township 39 South, Range 09 East of the Willamette Meridian, said strip of land being 16 feet wide, 8 feet on either side of the following described centerline.

Commencing at the East ¼ corner of said section 12, thence North 39°17'33" West, 117.37 feet to the True Point of Beginning said point being on the westerly right-of-way line of Highway 39: thence North 89°12'06" West, 15.99 feet; thence North 44°12'21" West, 35.95 feet; thence North 40°32'09" West, 36.00 feet; thence North 29°17'09" West, 202.40 feet; thence North 29°01'41" West, 121.79 feet; thence North 25°01'41" West, 54.00 feet; thence North 21°01'41" West, 314.61 feet; thence North 16°16'25" West, 115.89 feet; thence North 05°01'25" West, 372.65 feet; thence North 27°31'25" West, 36.00 feet; thence North 05°01'25" West, 72.03 feet to the point of terminus, said point bears North 21°00'23" West, 1452.47 feet from said East ¼ corner of said Section 12. Side lines of said strip of land are to lengthen or shorten to terminate at the Westerly right-of-way of Highway 39.

Containing 0.51 acres, more or less.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Keith R. Rhine

OREGON
JULY 11, 2000
KEITH R. RHINE
56985
RENEWAL DATE: 12-31-10

EXHIBIT FOR
WATER1 DESCRIPTION
PAGE 1 OF 6

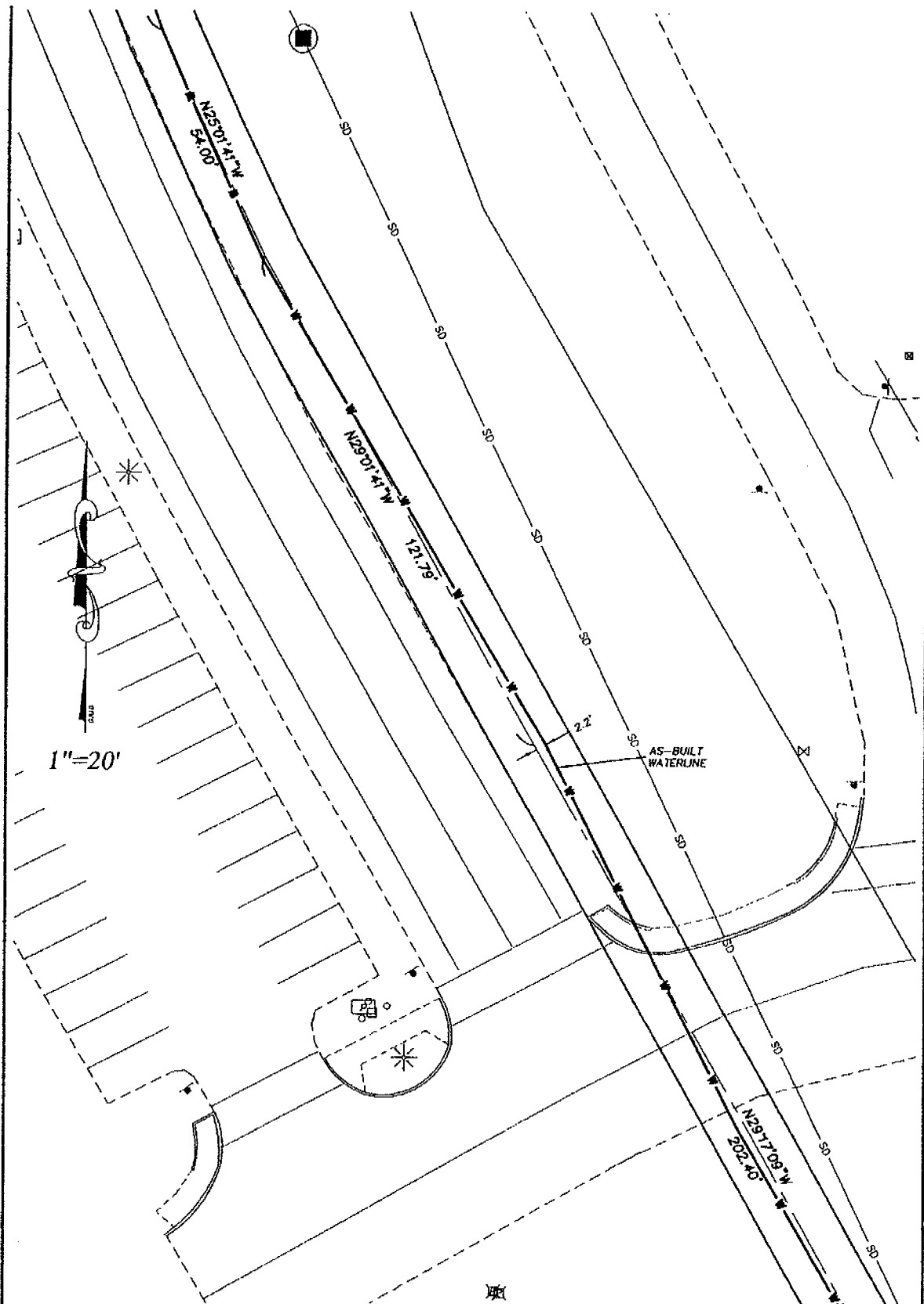
R-C
RHINE-CROSS
GROUP

RHINE-CROSS GROUP LLC
ENGINEERING - SURVEYING - PLANNING
112N 5TH ST., SUITE 200 - P.O. BOX 909
KLAMATH FALLS, OREGON 97601

Phone: (541) 851-9405

Fax: (541) 273-9200

admin@rc-grp.com



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LAND SURVEYOR

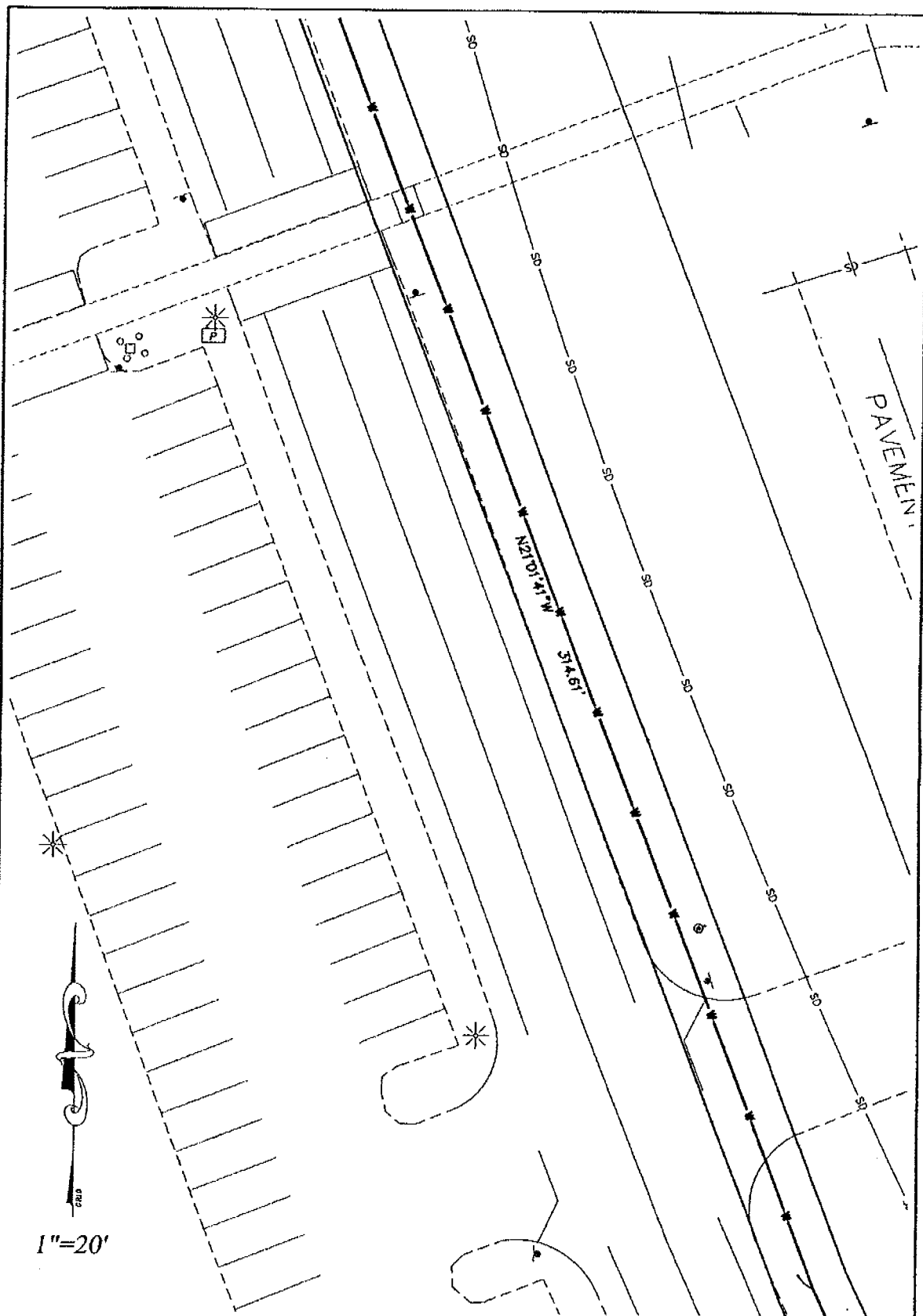
Keith R. Rhine
OREGON
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EXHIBIT FOR
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PAGE 2 OF 6

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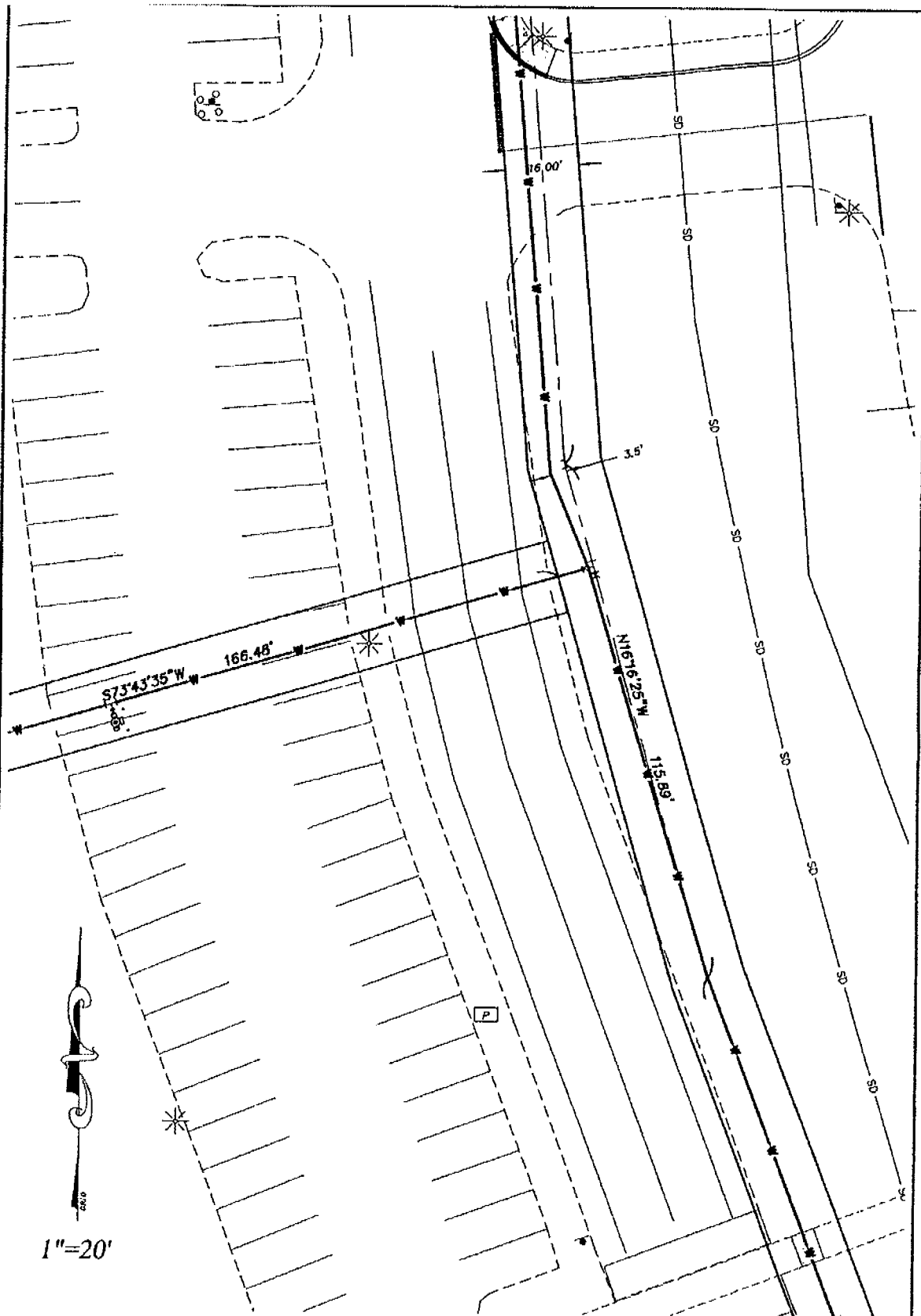
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PAGE 4 OF 6

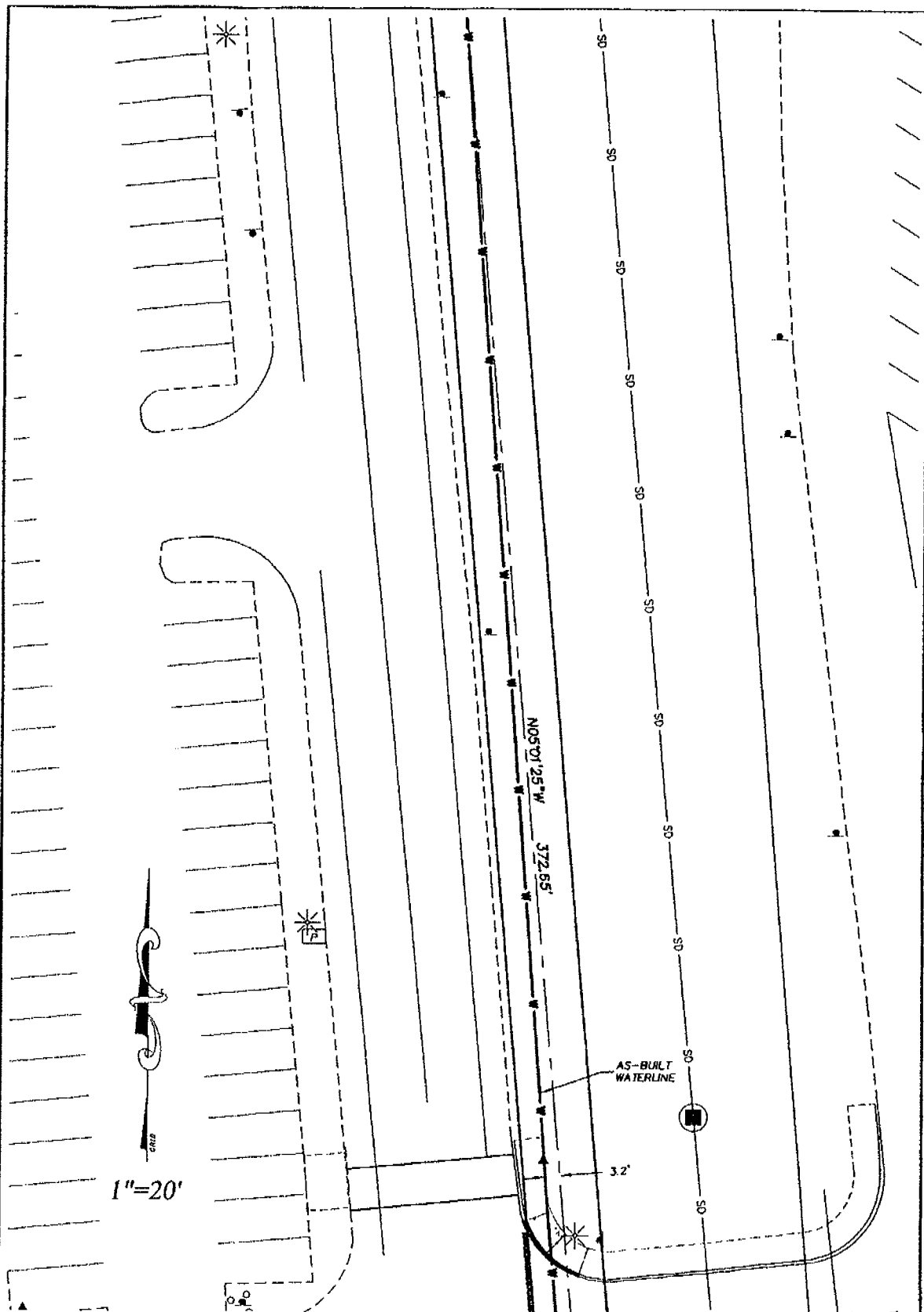
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PAGE 5 OF 6

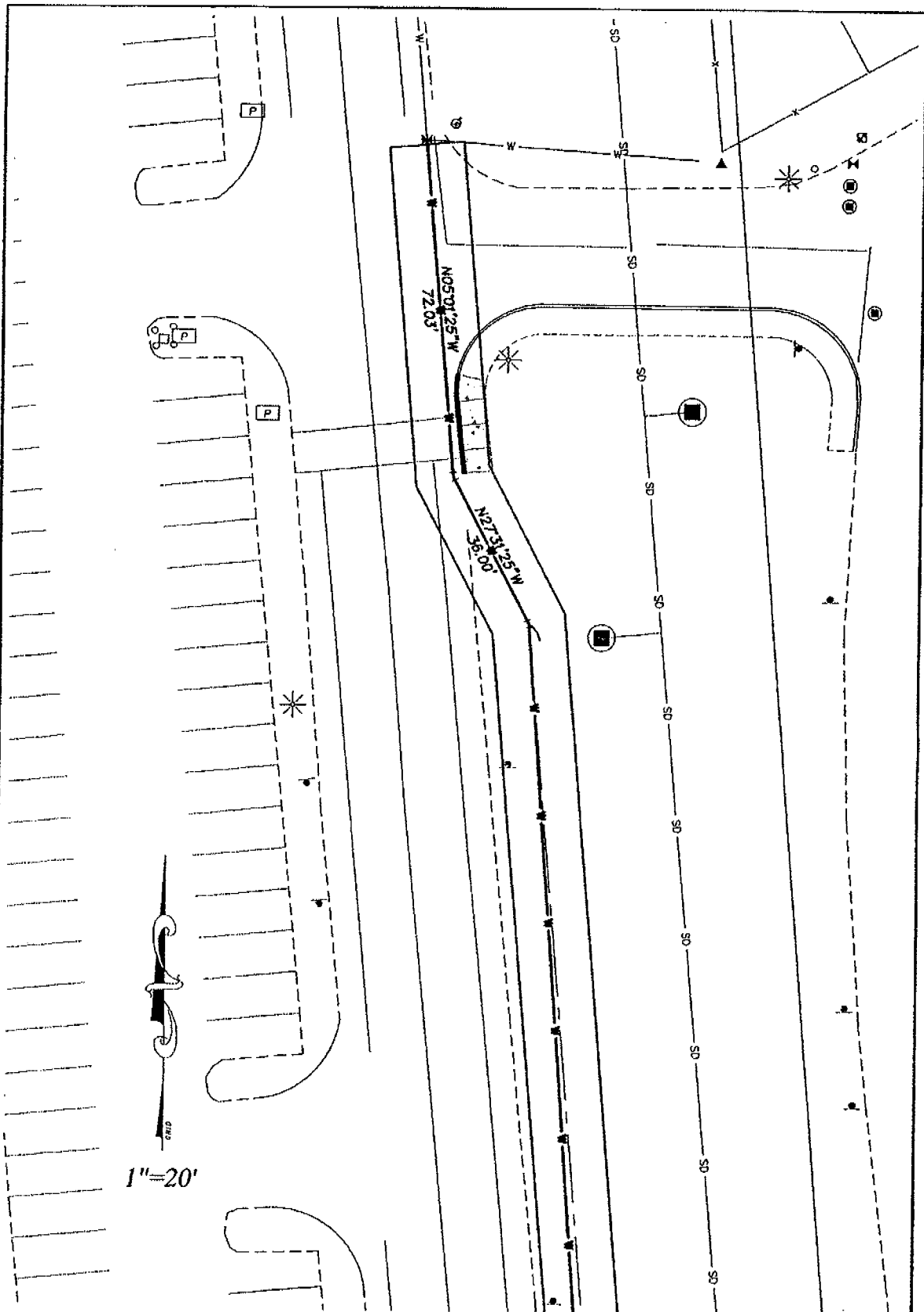
R-C
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ENGINEERING - SURVEYING - PLANNING
112N 3TH ST., SUITE 200 - P.O. BOX 909
KLAMATH FALLS, OREGON 97601

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Fax: (541) 273-9200

admin@rc-grp.com



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58985
RENEWAL DATE: 12-31-10

EXHIBIT FOR
WATER DESCRIPTION
PAGE 6 OF 6

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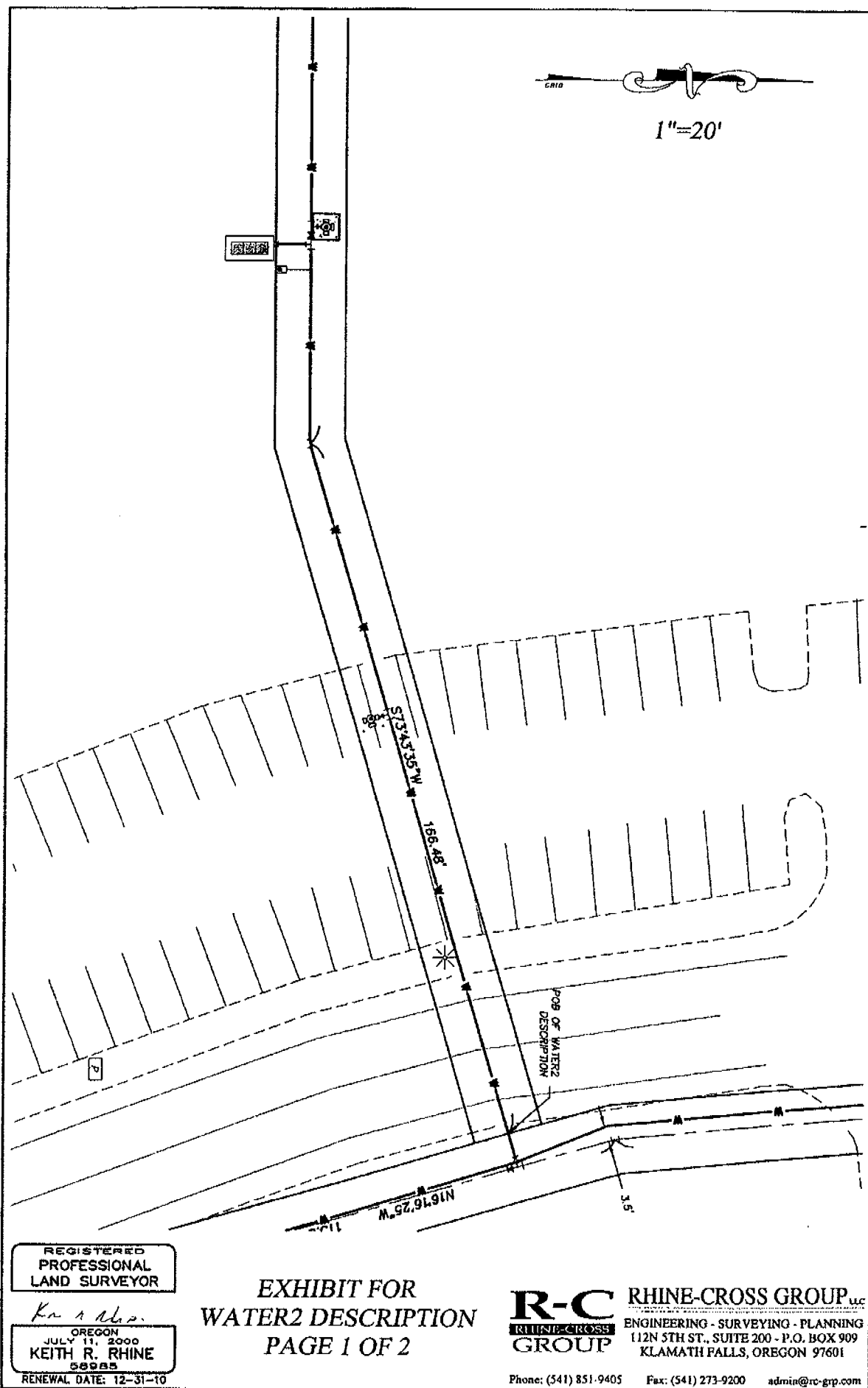
Phone: (541) 851-9405 Fax: (541) 273-9200 admin@rc-grp.com

LEGAL DESCRIPTION OF: WATER2

A strip of land situated in the NE1/4 of Section 12, Township 39 South, Range 09 East of the Willamette Meridian, said strip of land being 16 feet wide, 8 feet on either side of the following described centerline.

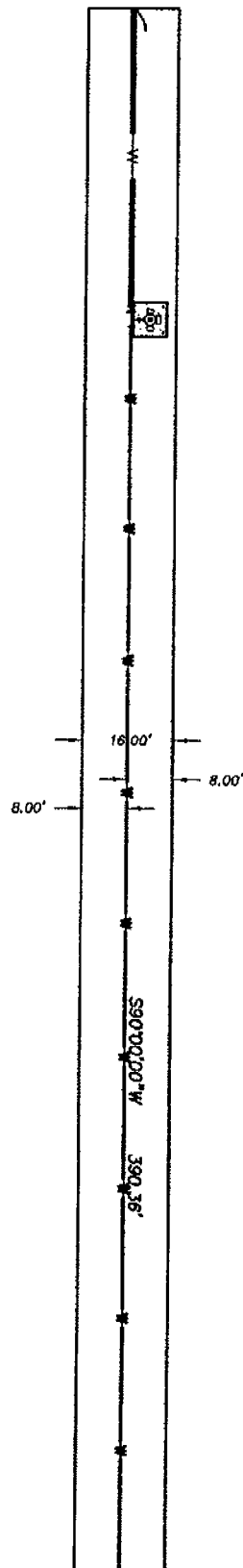
Commencing at the East ¼ corner of said section 12, thence North 28°33'48" West, 975.18 feet; to the True Point of Beginning; thence South 73°43'35" West, 166.48 feet; thence West, 390.36 feet; to the point of terminus, said point bears North 51°27'14" West, 1299.61 feet from said East ¼ corner of said Section 12.

Containing 0.20 acres, more or less.





1"=20'



REGISTERED
PROFESSIONAL
LAND SURVEYOR

K. R. Rhine
OREGON
JULY 11, 2000
KEITH R. RHINE
58985

RENEWAL DATE: 12-31-10

EXHIBIT FOR
WATER2 DESCRIPTION
PAGE 2 OF 2

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KLAMATH FALLS, OREGON 97601

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