

2011-004928

Klamath County, Oregon



00100578201100049280050052

04/18/2011 03:39:53 PM

Fee: \$57.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

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

**GRANTEE:**

Klamath County School District  
10501 Washburn Way  
Klamath Falls, OR 97603

Returned to Counter

**EASEMENT FOR WATER LINE/BACKFLOW PREVENTER VAULT**

CITY OF KLAMATH FALLS, OREGON, 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 KLAMATH COUNTY SCHOOL DISTRICT (Grantee), a perpetual, exclusive easement for the purpose of installing, inspecting, repairing, maintaining, altering and operating Grantee's water line/backflow preventer vault and all necessary appurtenances in, into, upon, over, across and under a three and seventy-five hundredths (3.75) foot wide by twenty-five (25) foot long strip of land legally described and depicted on Exhibit A, 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 \$0.00. The actual consideration for this transfer consists of or includes other property or value given which is part of the whole consideration. 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 on Exhibit B (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 line/backflow preventer vault or cause damage to it. Grantor retains the right to utilize the Easement Area for whatever purposes necessary, except for structures/trees that would interfere with the water line/backflow preventer vault. 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. Grantee shall not construct or allow any structure to abut Grantor's fenced property that may allow access, thereby, protecting restricted public property.
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 and/or activities.

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 18th day of April, 2011.

GRANTEE:  
CITY OF KLAMATH FALLS

By: Rick Whitlock  
Rick Whitlock, City Manager

Attest: Shirley Kappas  
Elisa Olson, City Recorder  
Shirley Kappas, Deputy City Recorder

STATE OF Oregon )  
 ) ss.  
County of Klamath )

On April 8, 2011, personally appeared Greg Thede, who, being first duly sworn, did acknowledge that he is the Superintendent of Klamath County School District, that the foregoing instrument was signed on behalf of Klamath County School District, that he is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

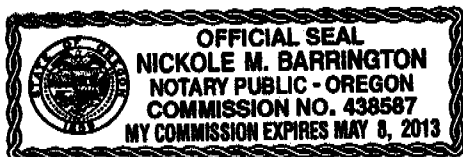


WITNESS my hand and official seal.

Camille Krieger  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 9/22/2012

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 18th day of April, 2011, personally appeared Rick Whitlock and Shirley Kappas, who, each being first duly sworn, did acknowledge that the former is the City Manager and the latter is the City Recorder of the Deputy 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.

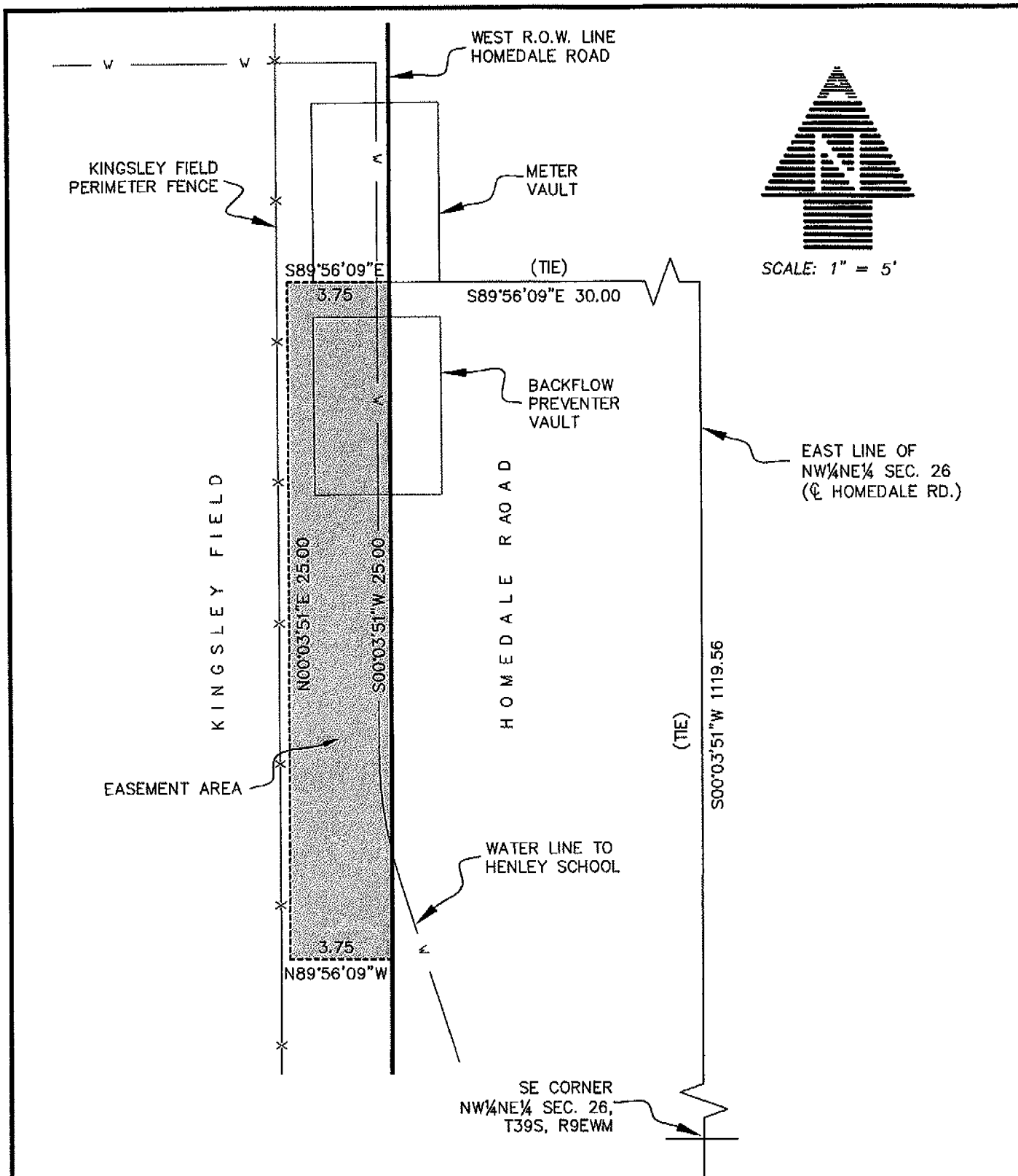
Nickole M. Barrington  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 5-8-2013

### Easement Description

A tract of land situated in the NW¼NE¼ of Section 26, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the west right of way line of Homedale Road from which the southeast corner of said NW¼NE¼ bears South 89°56'09" East 30.00 feet and South 00°03'51" West 1119.56 feet; thence along said right of way line South 00°03'51" West 25.00 feet; thence perpendicular to said right of way line North 89°56'09" West 3.75 feet; thence parallel to said right of way line North 00°03'51" East 25.00 feet; thence perpendicular to said right of way line South 89°56'09" East 3.75 feet to the point of beginning, with bearings based on County Survey 3767.

1122-1001  
12/20/2010



**ADKINS**  
SINCE 1983  
CONSULTING  
ENGINEERS, INC.

Engineers ▲ Planners ▲ Surveyors

2950 Shasta Way · Klamath Falls, Oregon 97603 · (541) 884-4666 · FAX (541) 884-5335  
Oregon · California

Dec. 20, 2010

EASEMENT

1122-1001

SKETCH OF EASEMENT  
FOR HENLEY SCHOOL  
BACKFLOW PREVENTER  
VAULT AND WATERLINE

Exhibit B

Commencing at the Northeast corner of Lot 2 (NW1/4NE1/4) of Section 26, in Township 39 South, Range 9 East of the Willamette Meridian, running thence West along the section line 660 feet; thence at right angles South 330 feet; thence at right angles East 660 feet; thence North 330 feet to the place of beginning, containing 5 acres, more or less, and being a portion of Lot 2 of said Section 26.

Subject, however, to all contracts with the United States of America, Klamath Water Users Association and Klamath Irrigation District relative to the reclamation and irrigation of said land, and all rights of way heretofore granted or in use for roads, ditches and canals and easements therefor.