

2012-010215

Klamath County, Oregon



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09/14/2012 03:53:05 PM

Fee: \$52.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

ECS Composites, Inc.
3560 Rogue River Hwy
Grants Pass, OR 97527

GRANTEE:

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

RIGHT-OF-WAY EASEMENT

ECS Composites, Inc., (Grantor), 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), on behalf of the public, a perpetual, 80 foot wide right-of-way legally described on the attached Exhibit A, incorporated herein by this reference, and is situated on a portion of the Property legally described as follows: Lot 2 of Klamath Falls Industrial Park, Tract 1463 (the "Property").

The terms of this Easement are as follows:

1. **Consideration.** Grantee has paid to Grantor the sum of \$0.00, the receipt of which is hereby acknowledged by Grantee. 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 Property as described above in paragraph 1 is burdened by this Easement.
3. **Easement Use.** This Easement shall be used for vehicular and pedestrian right-of-way access upon, over, across and under the Easement Area, together with the right of reasonable ingress and egress over the Property for purposes of Grantee's use of this Easement. In conjunction with such use, Grantee, and others authorized to utilize the Easement, may construct, reconstruct, maintain and repair the roadway and/or utilities situated within this Easement.
4. **Restrictions.** Grantee, shall not be restricted in the use of the Easement Area, but agrees to use due care in any use of the Easement Area, as provided for herein so as to not unreasonably disturb Grantor's use of their property.
5. **Indemnification.** Grantee agrees to indemnify, defend and hold harmless Grantor from any loss, claim or liability to Grantee arising out of use of the Easement. Grantee assumes all risk arising out of use of the Easement, and Grantor shall have no liability to Grantee or others for any condition existing thereon.

6. This Easement and rights reserved herein shall be perpetual and exclusive. This Easement shall run with the land as to all properties benefited and burdened by this Easement, including any division or partition of the Property. The rights, covenants and obligations of this Easement shall bind, burden and/or benefit each party's successors, assigns, heirs or beneficiaries under a deed of trust.

IN WITNESS WHEREOF, We have hereunto set our hands this 24th day of April, 2012.

GRANTEE:
CITY OF KLAMATH FALLS

By: *[Signature]*
Rick Whitlock, City Manager

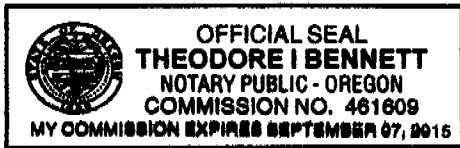
Attest: *[Signature]*
Elisa D. Olson, City Recorder

GRANTOR:
ECS COMPOSITES, INC.

By: *[Signature]*
Name/Title: VP

STATE OF OREGON)
) ss.
County of Klamath)

On the 20th day of April, 2012, personally appeared D. Sterling Becklin, who, being duly sworn, acknowledged to me that he/she is the authorized agent for ECS Composites, Inc., that the foregoing instrument was signed on behalf of ECS Composites, Inc., that he/she is authorized to execute this instrument and that the foregoing instrument is the voluntary act and deed of ECS Composites, Inc.

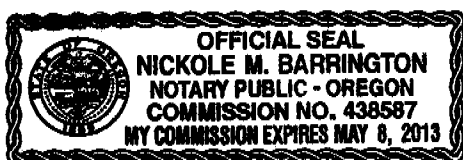


WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: September 7, 2015

STATE OF OREGON)
) ss.
County of Klamath)

On the 24th day of April, 2012 personally appeared Rick Whitlock and 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.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2013

LEGAL DESCRIPTION OF: NEW EASEMENT

A parcel of land being the west 80 feet of Lot 2 of Klamath Falls Industrial Park, Tract 1463, a duly recorded Subdivision in the Klamath County Clerk's Office, situated in the NW1/4 of Section 22, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

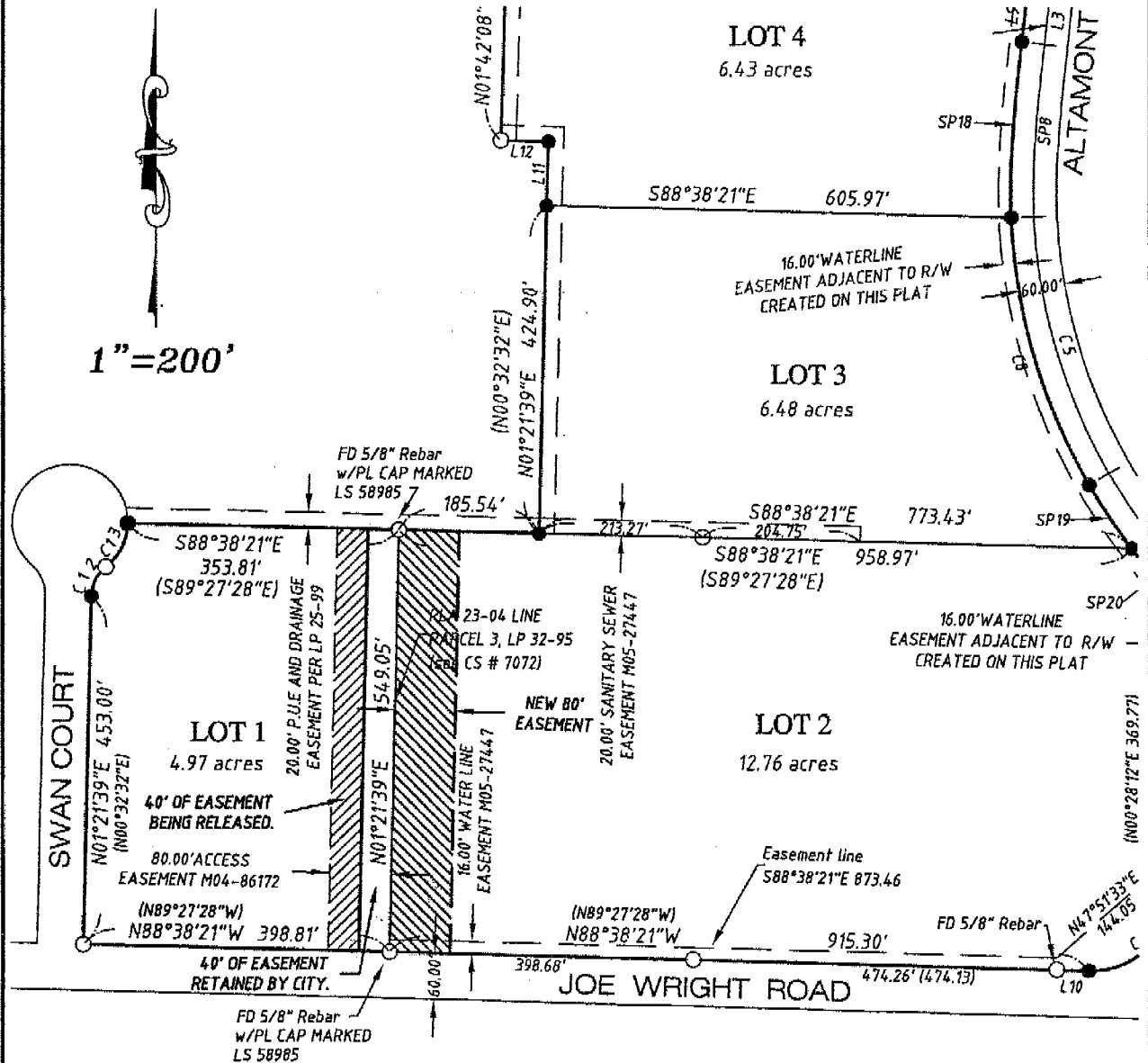
BEGINNING at the most northwest corner of said Lot 2; thence along the north line of said Lot 2, South 88°38'21" East, 80.00 feet; thence leaving said north line, South 01°21'39" West, 549.05 feet to the north Right-of-Way line of Joe Wright Road; thence along said north Right-of-way line, North 88°38'21" West, 80.00 feet to the southwest corner of said Lot 2; thence along the west line of said Lot 2, North 01°21'39" East, 549.05 feet to the TRUE POINT OF BEGINNING.

Containing 43,924.00 square feet, more or less.

EXHIBIT MAP

CITY OF KLAMATH FALLS

RELEASE AND CREATION OF EASEMENTS



REGISTERED
PROFESSIONAL
LAND SURVEYOR

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

RENEWAL DATE: 12-31-12

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

Phone: (541) 851-9405

Fax: (541) 273-9200

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