

2012-012319

Klamath County, Oregon



00126785201200123190040041

11/06/2012 09:32:57 AM

Fee: \$52.00

AFTER RECORDING RETURN TO:

Cal-Ore Communications, Inc.
719 W. Third Street
Post Office Box 847
Dorris, CA 96023-0847

EASEMENT

IN CONSIDERATION of the sum of One Hundred Dollars (\$100), and other consideration, the receipt and adequacy of which is hereby mutually agreed, Juanita S. Fairclo, who took title as Juanita Goode, (Grantor) conveys to Cal-Ore Communications, Inc., a California corporation, its successors and assigns (Cal-Ore) a perpetual, nonexclusive easement to use the existing roadway, or an alternative roadway as provided for herein, located on the property of Grantor described as follows:

The S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM the following tract conveyed to Oregon Water Corporation by Deed recorded January 30, 1955 in Book 280 at Page 492, Deed Records of Klamath County, Oregon:

A parcel of land in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as beginning at a point "A" which is the Northwest corner of said government subdivision; thence East 351.13 feet to point "B"; thence South 360.48 feet to Point "C" which lies in an existing fence line; thence North 79 degrees 07' West 357.56 feet along the existing fence line to point "D"; thence North 292.97 feet to point "A", the point of beginning (hereinafter "City Water Tank Property").

The terms of this easement are as follows:

1. Cal-Ore, its officers, agents, employees, and independent contractors shall use the easement for road purposes only for occasional access to and egress from the City of Klamath Falls, Oregon's ("City") adjoining City Water Tank Property (APN #3909 16 200, #3909 16B 100, #3909 16 201) and such access shall be restricted to the installation, construction, repair, maintenance, repair, and replacement of Cal-Ore's Tenant Facilities situated on the City Water Tank Property. The parties acknowledge that City access to the City Water Tank Property is currently provided by the same existing roadway across this same portion of Grantor's property pursuant to a separate Easement with the City. Cal-Ore further acknowledges and agrees that except for the brief period during which the Tenant Facilities are installed on or removed from the City Water Tank Property, any further use of the easement shall be occasional and from time to time.

2. The parties acknowledge that Grantor's quarry operation may require modifications to the existing roadway, and Grantor agrees that any modifications to the roadway will leave the roadway in a condition similar in all respects to the existing roadway, and will not result in unreasonably steep grades. Grantor reserves the right to use, construct, reconstruct, and maintain the roadway for purposes of access to Grantor's quarry operations and to grant use rights for such use to third parties. The parties shall cooperate so that each party's use shall cause a minimum of interference to the others, however, in case of conflict Grantor's right of use shall be dominant.

3. Grantor reserves the right to relocate the roadway to accommodate future changes in the use of Grantor's property. If Grantor relocates the existing roadway, Grantor shall reconstruct the roadway at the new location with a similar width and in as good condition as existed at the prior location, and Grantor agrees that the relocated roadway will continue to provide Tenant with alternative, acceptable access to the City Water Tank Property.

4. Cal-Ore agrees to indemnify and defend Grantor from any loss, claim, or liability to Grantor arising in any manner out of Cal-Ore's use of the easement.

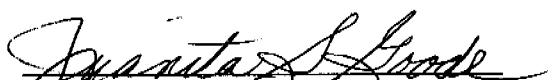
5. The easement is appurtenant to the Premises leased by Cal-Ore from the City on the City Water Tank Property and shall be perpetual; however, in the event that it is not used by Cal-Ore for a period of three years, or if otherwise abandoned by Cal-Ore, the easement shall automatically expire and Cal-Ore shall, upon request execute a recordable document evidencing such expiration.

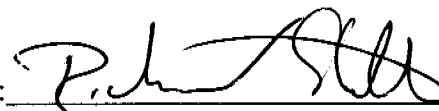
6. This easement is granted subject to all prior easements or encumbrances of record and is in addition to that easement granted to Oregon Water Corporation by deed recorded January 30, 1955 in Book 280 at Page 492, Deed Records of Klamath County, Oregon, the City being the successor to Oregon Water Corporation.

IN WITNESS WHEREOF, the parties have executed, or caused this Easement to be executed, the day and year indicated below.

Grantor:

CAL-ORE COMMUNICATIONS, INC.

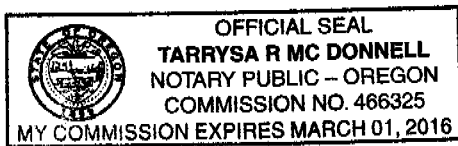

Juanita S. Fairclo, Who Took Title
as Juanita Goode


By: 
Richard Stoltze
As Its General Manager

Acknowledgments attached

STATE OF OREGON)
) ss.
County of Klamath)

On the 2 day of ~~September~~ ^{November-TM}, 2012, personally appeared the above named Juanita S. Fairclo and acknowledged the foregoing instrument to be her voluntary act and deed.





Notary Public – State of Oregon
My Commission Expires: 3-1-16

STATE OF OREGON)
) ss.
County of Klamath)

See attached

On the ____ day of September, 2012, personally appeared the above named Richard Stoltze, who, being first duly sworn, did say that he is the General Manager of Cal-Ore Communications, Inc. and that the instrument was signed for and on behalf of said corporation, and acknowledged the foregoing instrument to be its voluntary act and deed.

Notary Public – State of Oregon
My Commission Expires: _____

ACKNOWLEDGMENT

State of California
County of Siskiyou

On 11/5/12 before me, Melinda S Hill, Notary Public
(insert name and title of the officer)

personally appeared Richard C Stoltze
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in
his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Melinda S. Hill (Seal)