

2013-008149

Klamath County, Oregon



00139385201300081490070074

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

07/17/2013 03:45:41 PM

Fee: \$67.00

**GRANTOR:**

School District #1  
475 South Alameda  
Klamath Falls, OR 97601

**GRANTEE:**

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

**EASEMENT FOR STORM WATER MANAGEMENT**

School District #1, 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 a storm water management swale off of Eberlein Avenue and all necessary appurtenances in, into, upon, over, across and under a three (10) foot wide 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"); other easement areas lie within the real property owned by Grantor, however; none of the said easements interfere or encroach upon the easement described in this document.

3. Restrictions. Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said pedestrian access and sidewalk or cause damage to it. Grantor retains the right to utilize the Easement Area for landscaping, except for trees that in Grantee's judgment would interfere with the already existing landscaping and pedestrian access and sidewalk. 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 and the Public's use and enjoyment of this Easement and the perpetual right of Grantee and the Public to enter upon the Property at any necessary time.

6. Easement Use and Maintenance of the Property. Grantee (School District) shall be responsible for day-to-day maintenance of the swale inside of the storm drain easement area including irrigation, mowing and upkeep of lawn/landscaping, removal of garbage, spraying of weeds, etc. Grantor (City) shall be responsible for maintenance of catch basin and storm drainpipe in the easement and roadway right-of-way. Grantor is permitted to access the swale on an annual basis (or in case of an emergency) for inspection and removal of any obstructions or

debris or sedimentation that impede with the intended storm water runoff storage and infiltration of runoff into the ground. Any damage to the swale by one party or the other shall be repaired at the sole expense of the damaging party.

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 July, 2013.

GRANTEE:  
CITY OF KLAMATH FALLS

By: [Signature]  
Nathan Cherpeski, City Manager

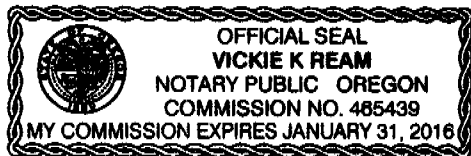
Attest: [Signature]  
Elisa D. Olson, City Recorder

GRANTOR:  
School District #1

By: [Signature]  
Name/Title: Paul Hillyer, Superintendent

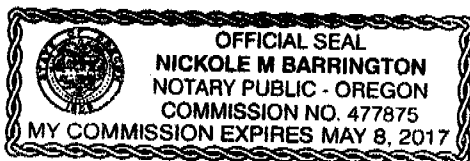
STATE OF Oregon )  
County of Klamath ) ss.

On July 1, 2013, personally appeared Paul Hillyer, who, being first duly sworn, did acknowledge that he/she is the Superintendent of School District # 1, that the foregoing instrument was signed on behalf of School District # 1, that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.



STATE OF OREGON )  
County of Klamath ) ss.

On the 8th day of July, 2013, personally appeared Nathan Cherpeski 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: 11/31/16

WITNESS my hand and official seal.

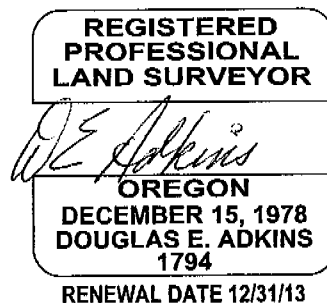
[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 5-8-2017

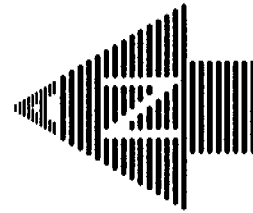
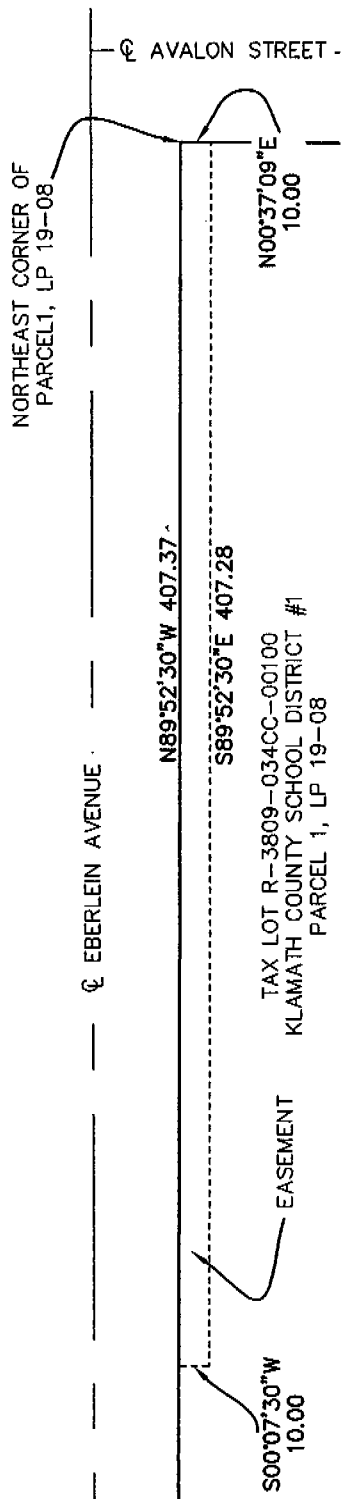
### **STORM WATER MANAGEMENT EASEMENT**

**A 10.00 foot strip of land situated in the SW1/4 of the SW1/4 of Section 34,  
Township 38 South, Range 9 East of the Willamette Meridian, Klamath County,  
Oregon, being more particularly described as follows:**

Beginning at the northeast corner of Parcel 1, Land Partition 19-08, thence along the northerly line of said parcel N 89° 52' 30" W a distance of 407.37 feet, thence S 00° 07' 30" W a distance of 10.00 feet, thence S 89° 52' 30" E a distance of 407.28 feet to the easterly line of said parcel, which is also the westerly Right of Way line of Avalon Street, thence along the easterly line of said parcel N 00° 37' 09" E to the point of beginning, containing 4037 square feet, more or less.

1000-1301  
May 16, 2013





SCALE: 1" = 60'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*D. E. Adkins*

OREGON  
DECEMBER 15, 1978  
DOUGLAS E. ADKINS  
1794

RENEWAL DATE 12/31/13

**ADKINS**



CONSULTING  
ENGINEERING, LLC

Engineers ▲ Planners ▲ Surveyors

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

Oregon · California

MAY 2013

1000-1301

STORM WATER  
MANAGEMENT EASEMENT  
EXHIBIT MAP

234

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KNOW ALL MEN BY THESE PRESENTS, that the said County of Klamath, Oregon, in consideration of \$1,000.00 Dollars and other valuable considerations to the said Enterprise Tract No. 37, of Klamath County, Oregon, a certain district organized and existing under the laws of Oregon, does hereby grant, sell, sell and convey, unto said School District No. 1 of Klamath County, Oregon, its successors and assigns forever, the following described parcel of real property, situate, lying and being in the County of Klamath, State of Oregon, to-wit:

All of Enterprise Tract No. 37, containing the South (30) acres thereof, heretofore conveyed to Fred Hitzel by deed dated February 9, 1911, and recorded at page 60 of Book 34, deed records of Klamath County, Oregon, said Enterprise Tract No. 37 being shown on the plat of Enterprise Tracts as filed and recorded in the office of the County Clerk of Klamath County, Oregon.

Also all that portion of Enterprise Tract No. 37, lying south of the southerly boundary of said Hitzel tract, and particularly described in that certain deed made and delivered by the Enterprise Land and Investment Company to Klamath County, Oregon, dated September 18, 1935, and recorded in Book 109, at page 162 thereof, of Klamath County deed records.

The above described lands are and have been the right of way of that certain road known as the Enterprise Road, and are situated within the County of Klamath, Oregon, as shown on the plat of Enterprise Tracts as filed and recorded in the office of the County Clerk of Klamath County, Oregon, dated April 22, 1918, and recorded in Book 115, at page 310 thereof, of Klamath County deed records.

From the above described premises there is reserved to the Enterprise Land and Investment Company, its successors and assigns, and Alfred D. Collier, trustee, his successors and assigns, the right to convey water through those portions of Enterprise Tract No. 37 and Enterprise Tract No. 38A, hereby conveyed, by means of the underground pipe system now located and operated thereon, together with the right to enter upon said land, and make necessary repairs thereto.

There is also reserved to said School District No. 1, of Klamath County, Oregon, that certain easement across Enterprise Tract No. 37, granted to said School District No. 1 by deed from Swan Lake Building Company, an Oregon corporation, dated April 22, 1918, and recorded in Book 115, at page 310, of Klamath County deed records.

There is also reserved to Alfred D. Collier, trustee, and to his successors, grantees and assigns, those rights and privileges heretofore reserved from the additional right of way granted to said Klamath County, Oregon, in deed heretofore mentioned and recorded in Volume 240, at page 353 thereof, of Klamath County deed records.

[illegible]

TO HAVE AND TO HOLD THE SAME to the said School District No. 1, of

**THE UNITED STATES**

**UNITED NATIONS**

**10 MILLION 10**



# FACTS

[illegible][illegible]