

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

Klamath Community College  
7390 South 6<sup>th</sup> Street  
Klamath Falls, OR 97603

**GRANTEE:**

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

**2016-004269**

Klamath County, Oregon



00185628201600042690090095

04/27/2016 12:57:54 PM

Fee: \$87.00

**RESCISSION OF EASEMENT RECORDING  
NOS. VOL. M00 PAGES 13097-98 AND 2010-0011990,  
IN THE KLAMATH COUNTY DEED RECORDS  
AND GRANT NEW EASEMENT FOR WATER LINES**

**RESCISSION OF MARCH 8, 2000 EASEMENT RECORDING NO. VOL. M00 PAGES 13097-98,  
AND OCTOBER 8, 2010 RECORDING NO. 2010-0011990  
IN THE KLAMATH COUNTY DEED RECORDS**

Grantor and Grantee hereby agree that the Easements created by Grantor in favor of Grantee, dated March 8, 2000 and recorded at Vol. M00 Pages 13097-98 and dated October 8, 2010 recorded at No. 2010-0011990 are hereby rescinded and are replaced with the following Grant of Easement.

**NEW EASEMENT FOR WATER LINES**

**KLAMATH COMMUNITY COLLEGE**, 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 municipal water main line and all necessary appurtenances in, into, upon, over, across and under a 20 foot to 16 foot wide strip of land legally described and depicted on EXHIBITS A & 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 a 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 (the "**Property**"):
 

Parcel 2 of Land Partition 10-99 & Vacated "V" Street within a portion of Vacated Hilyard Tracts
3. **Restrictions**. Grantor shall not erect any buildings or structures within the Easement Area. Grantor retains the right to utilize the Easement Area for pedestrian walkways, driveways or parking area (reinforced Portland cement concrete is prohibited) and/or landscaping, except for trees that in Grantee's judgment would interfere with the water lines. Alteration of the Easement Area by Grantor must be approved in writing by Grantee prior to performing work. 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. If not approved by Grantee in accordance with Section 3, Grantee will not be responsible for alterations made to the Easement Area by Grantor if not approved by Grantee.

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 20, day of April, 2016.

GRANTEE:  
CITY OF KLAMATH FALLS

By: [Signature]  
Nathan Cherpeski, City Manager

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

GRANTOR:  
KLAMATH COMMUNITY COLLEGE

[Signature]  
Allison Bryson, VP of Administrative Services

STATE OF OREGON )  
County of Klamath ) ss.

On the 20 day of April, 2016, personally appeared Allison Bryson who is the Vice President of Administrative Services for Klamath Community College, and being first duly sworn, acknowledged said instrument to be her voluntary act and deed on behalf of said entity.

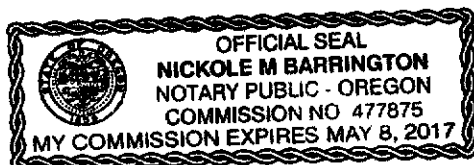


WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Klamath County  
My Commission Expires: 4/24/2017

STATE OF OREGON )  
County of Klamath ) ss.

On the 25th day of April, 2016, 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: 5-8-2017

### LEGAL DESCRIPTION OF: WATER1

A strip of land varying in width from 16 feet to 20 feet, situated in Parcel 2 of Land Partition 10-99, in the NE1/4 of Section 12, Township 39 South, Range 09 East of the Willamette Meridian, being more particularly described as follows:

A strip of land 16 feet in wide, 8 feet on either side of the following described centerline: Commencing at the East 1/4 corner of said Section 12, thence North 40°08'52" West, 117.37 feet to the **True Point of Beginning** on the westerly right-of-way line of Highway 39: thence North 89°56'37" West, 15.99 feet; thence North 45°03'38" West, 35.95 feet; thence North 41°23'26" West, 36.00 feet; thence North 30°08'26" West, 202.40 feet; thence North 29°52'58" West, 121.79 feet; thence North 25°52'58" West, 54.00 feet; thence North 21°52'58" West, 314.61 feet; thence North 17°07'41" West, 115.89 feet; thence North 05°52'41" West, 372.65 feet; thence North 28°22'41" West, 36.00 feet; thence North 05°52'41" West, 72.03 feet; thence North 06°01'22" West, 194.42 feet; thence North 08°36'50" West, 67.86 feet; thence North 21°29'11" West, 169.85 feet, to an angle point on said centerline where the width of said strip of land becomes 20 feet wide, being 10 feet on each side of said centerline; thence continuing from said angle point North 36°02'19" West, 222.49 Feet; thence North 41°05'25" West, 183.25 feet; thence North 43°07'54" West, 315.75 feet; thence North 42°40'24" West, 414.72 feet; to the point of terminus, said point bears South 00°33'59' East, 35.60 feet from the initial point of Land Partition 10-99 according to the official plat thereof on file at the Klamath County Clerk's Office. Side lines of said strip of land are to lengthen or shorten to begin at the Westerly right-of-way of Highway 39 and end at the East line of Parcel 1 of said Land Partition 10-99.

Containing 1.19 acres, more or less.

Exhibit A 1 of 3

### **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 1/4 corner of said Section 12, thence North 29°25'05" West, 975.18 feet to the **True Point of Beginning**; thence South 72°52'19" West, 166.48 feet; thence South 89°08'43" West, 400.00 feet; to the point of terminus, said point bears North 52°34'19" West, 1307.16 feet from said East 1/4 corner of said Section 12. Side lines of said strip of land are to lengthen or shorten to begin at the westerly edge of Water1 description.

Containing 0.21 acres, more or less.

Exhibit A 2 of 3

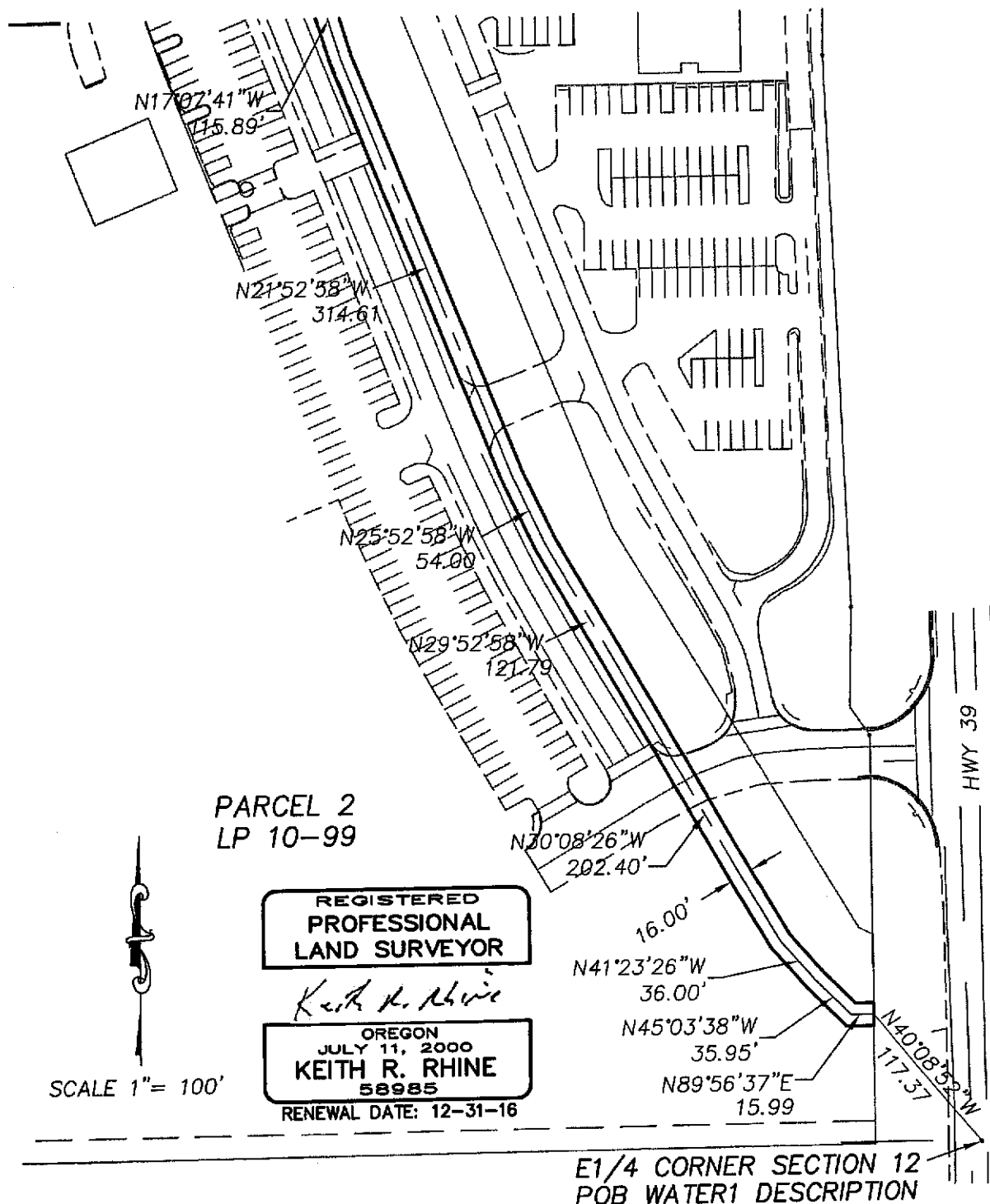
### LEGAL DESCRIPTION OF: WATER3

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 1/4 corner of said Section 12, thence North  $21^{\circ}33'38''$  West, 1450.31 feet to the **True Point of Beginning**; thence South  $88^{\circ}03'41''$  East, 188.66 feet; to the point of terminus, said point bears North  $14^{\circ}23'22''$  West, 1385.92 feet from said East 1/4 corner of said Section 12. Side lines of said strip of land are to lengthen or shorten to terminate at the easterly edge of Water1 description.

Containing 0.07 acres, more or less.

Exhibit A 3 of 3



KLAMATH COMMUNITY COLLEGE  
WATER LINE EASEMENTS EXHIBIT B

SHEET 1 of 4

PROJ. 1507

**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

admin@rc-grp.com

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Keith R. Rhine*

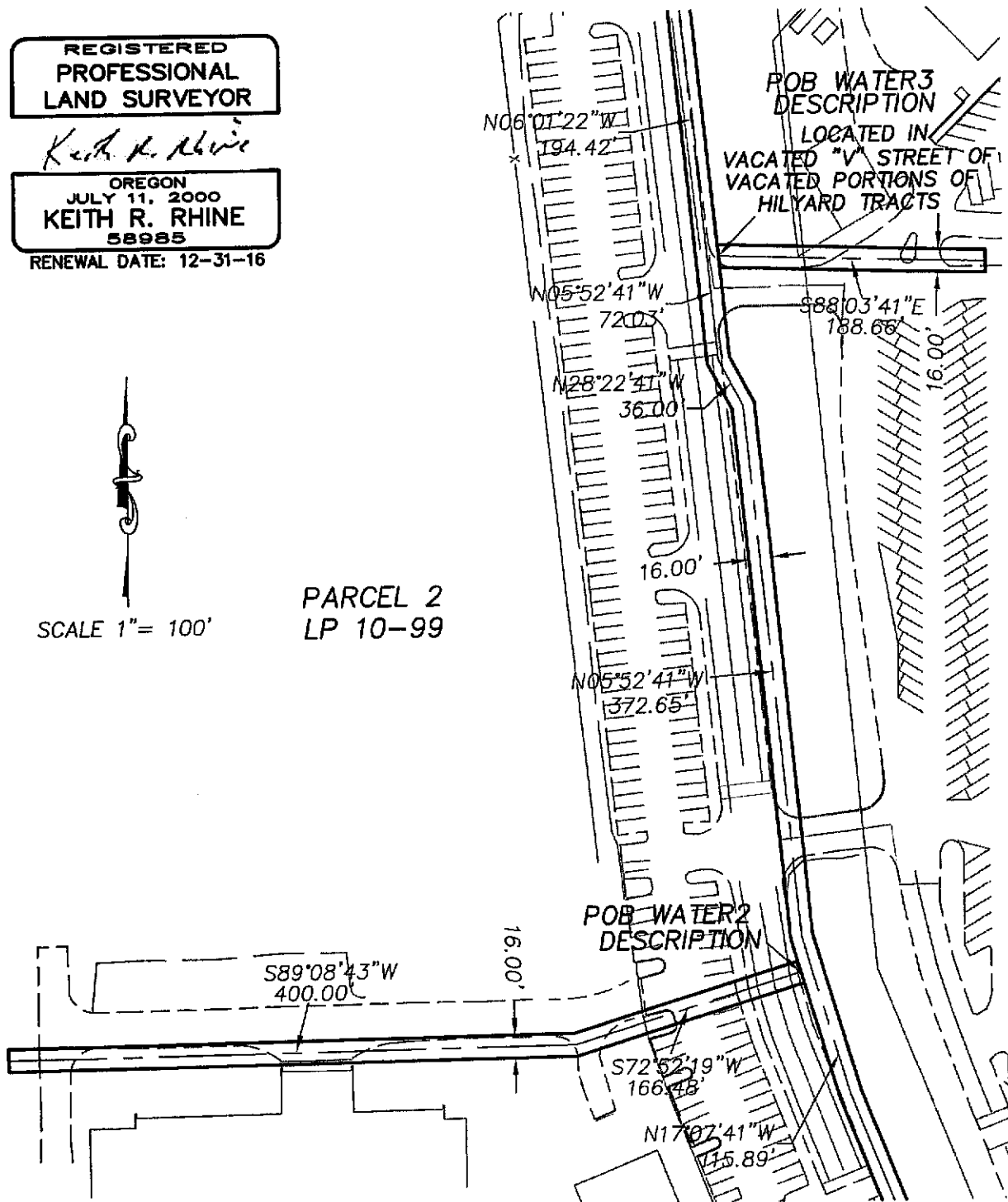
OREGON  
JULY 11, 2000  
KEITH R. RHINE  
58985

RENEWAL DATE: 12-31-16



SCALE 1" = 100'

PARCEL 2  
LP 10-99



KLAMATH COMMUNITY COLLEGE  
WATER LINE EASEMENTS EXHIBIT B

SHEET 2 of 4

PROJ. 1507

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N43°07'54"W  
315.75'

N41°05'25"W  
188.25'

N36°02'19"W  
222.49'

N21°29'11"W  
169.85'

N08°36'50"W  
67.86'

N06°07'22"W  
194.42'

SCALE 1" = 100'

PARCEL 2  
LP 10-99

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Keith R. Rhine*

OREGON  
JULY 11, 2000  
KEITH R. RHINE  
58985

RENEWAL DATE: 12-31-16

KLAMATH COMMUNITY COLLEGE  
WATER LINE EASEMENTS EXHIBIT B

SHEET 3 of 4

PROJ. 1507

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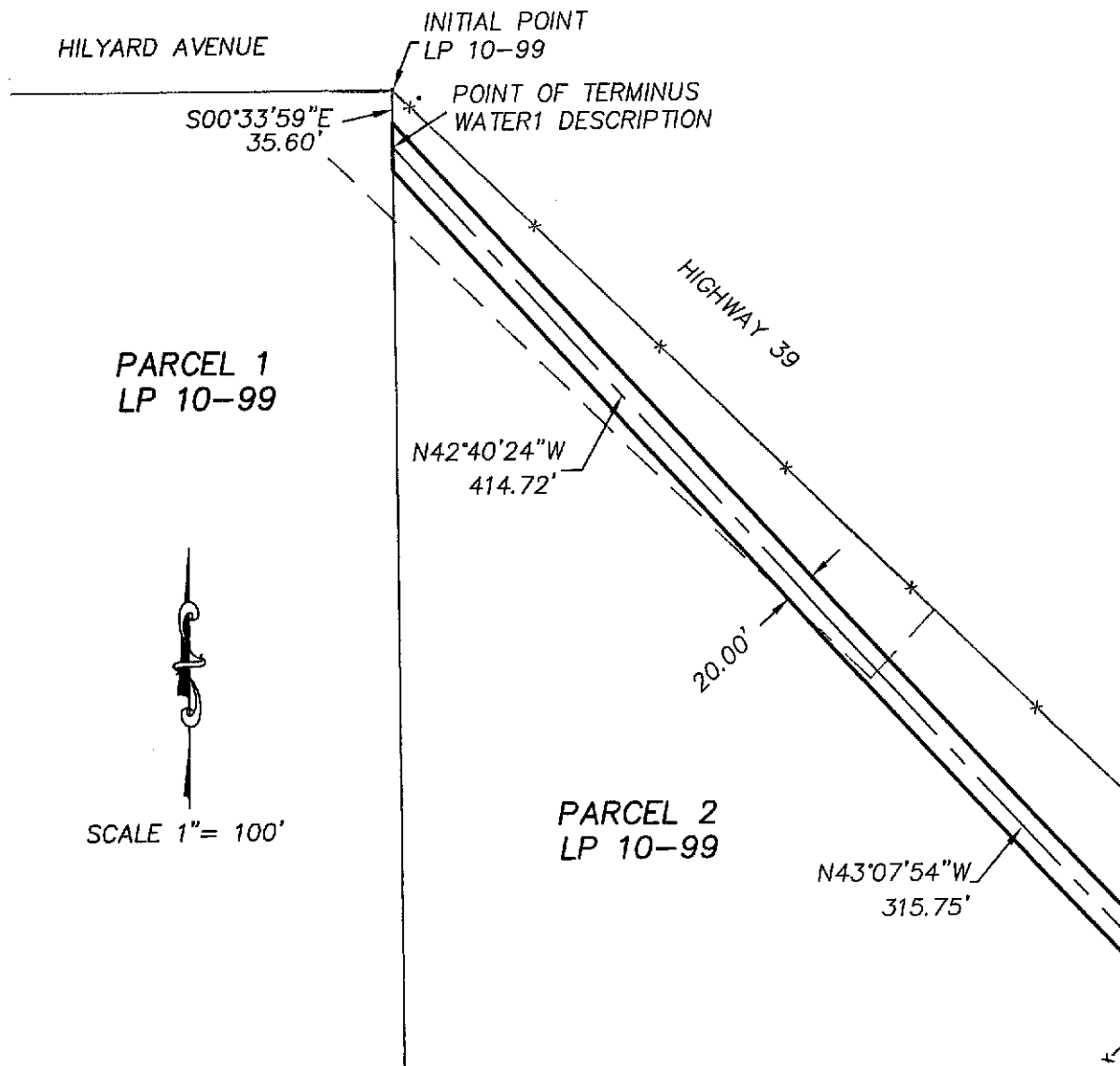


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*Keith R. Rhine*

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RENEWAL DATE: 12-31-16



KLAMATH COMMUNITY COLLEGE  
WATER LINE EASEMENTS EXHIBIT B

SHEET 4 of 4

PROJ. 1507

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