

2017-001585

Klamath County, Oregon



00199151201700015850050054

02/14/2017 01:51:20 PM

Fee: \$62.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Klamath Community College Service District
7390 South 6th Street
Klamath Falls, OR 97603

GRANTEE:

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

EASEMENT FOR WATER LINE

KLAMATH COMMUNITY COLLEGE SERVICE DISTRICT, 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 LINE and all necessary appurtenances in, into, upon, over, across and under a 16 foot wide strip of land legally described and depicted on EXHIBIT A and 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.]* Ronald Adkisson 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, being a portion of Parcel 3 of Minor Land Partition 25-87 situated in the NE1/4 of Section 12, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; and

Lots 1 through 12 inclusive, Block 2, Lots 1 through 9 inclusive, Block 3, and Lots 1 through 3 inclusive, Block 4 of Hilyard Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, excepting from Lot 3, Block 4, the South 60 feet deeded to Klamath County by Warranty Deed recorded March 3, 1968 in Volume M68, page 2239, and together with vacated streets and alleys which inured thereto.

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 line. 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 13th, day of February, ~~2016~~ ²⁰¹⁷.

GRANTEE:
CITY OF KLAMATH FALLS

GRANTOR:
KLAMATH COMMUNITY
COLLEGE SERVICE DISTRICT

By: _____

Nathan Cherpeski
City Manager

By: _____

Allison Bryson
Vice President of Administrative Services

Attest: _____

Nickole Barrington
Nickole Barrington, City Recorder

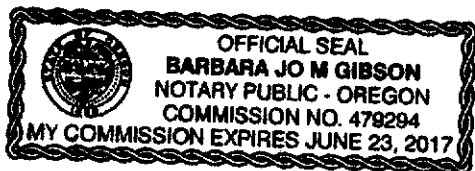
STATE OF OREGON)

) ss.

County of Klamath)

On the 21ST day of December, 2016, personally appeared Allison Bryson / Vice President of Administrative Services, and being first duly sworn, acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and official seal.



Barbara Jo M. Gibson
SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon

My Commission Expires: 6/23/17

STATE OF OREGON)

) ss.

County of Klamath)

On the 13th day of February, 2017, personally appeared Nathan Cherpeski and ~~Elisa D. Olson~~ ^{Nickole Barrington}, 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.



Lori Lynn Garrard
SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon

My Commission Expires: 1/5/2021

EXHIBIT "A"

LEGAL DESCRIPTION

A STRIP OF LAND, BEING A PORTION OF PARCEL 2 OF LAND PARTITION 10-99, SITUATED IN THE SE1/4 NE1/4 OF SECTION 12, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. SAID STRIP OF LAND BEING 16 FEET WIDE, 8 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AN EXISTING WATER LINE EASEMENT CREATED BY DEED VOLUME 2016 PAGE 004269, DEED RECORDS OF KLAMATH COUNTY, OREGON FROM WHICH THE EAST 1/4 CORNER OF SAID SECTION 12 BEARS S40°48'40"E 229.59 FEET; THENCE S89°07'21"E 52.48 FEET, MORE OR LESS TO THE WESTERLY TERMINUS OF DEAN STREET CREATED BY DEED VOLUME M68, PAGE 2239, DEED RECORDS OF KLAMATH COUNTY, OREGON; SIDE LINES OF SAID STRIP ARE TO LENGTHEN OR SHORTEN TO TERMINATE AT THE SAID EASTERLY RIGHT OF WAY OF SAID EXISTING WATER LINE EASEMENT AND THE WESTERLY SIDE OF SAID TERMINUS OF DEAN STREET ; CONTAINING 0.02 ACRES, MORE OR LESS.

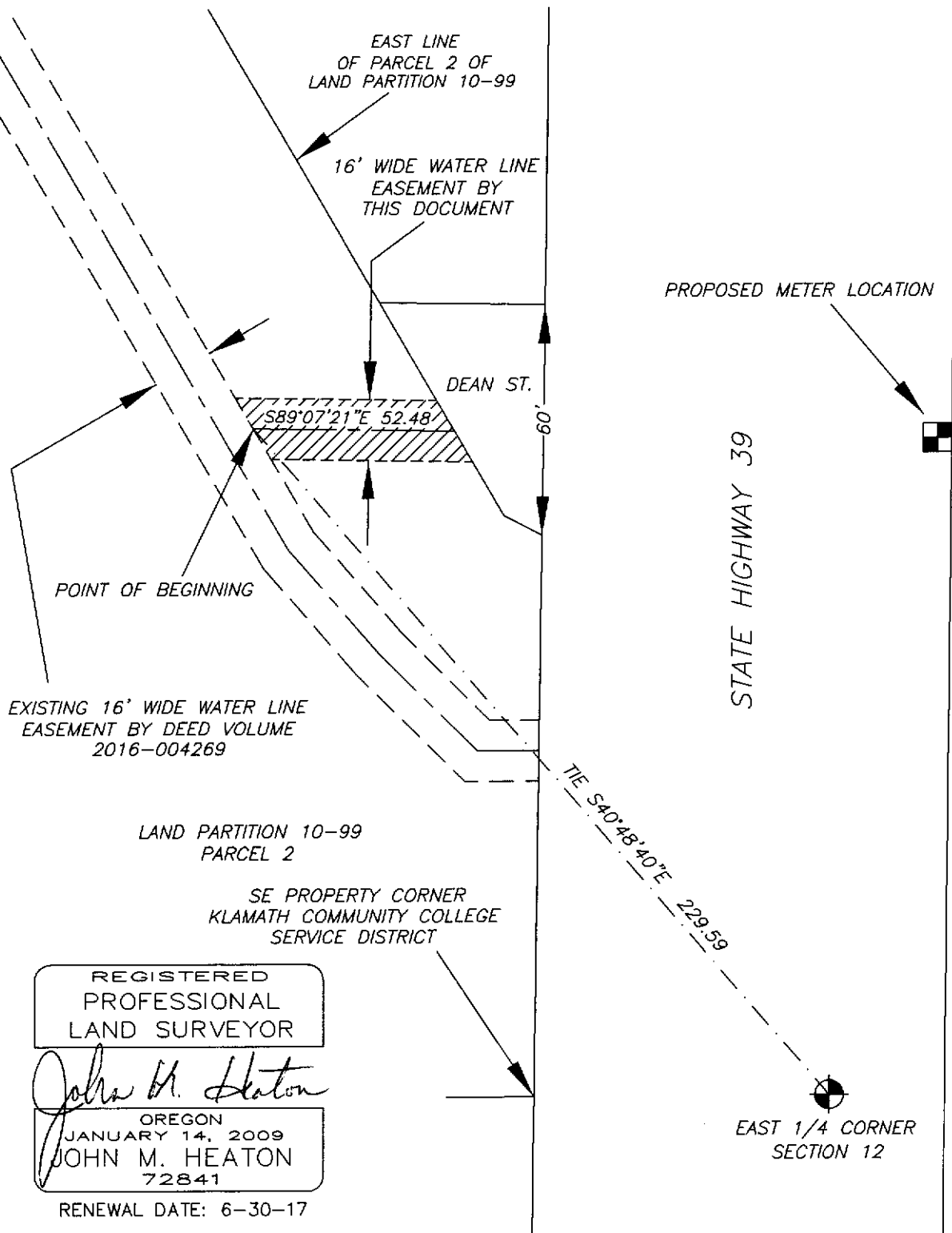


John M. Heaton
OREGON
JANUARY 14, 2009
JOHN M. HEATON
72841

renewal date 6/30/17

EXHIBIT "B"

SITUATED IN THE SE1/4 NE1/4 OF SECTION 12,
T39S, R9EWM, KLAMATH COUNTY, OREGON
NOVEMBER, 2016



TRU SURVEYING **LINE**
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603