

2018-009417

Klamath County, Oregon

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601



00226635201800094170040042

08/08/2018 03:38:10 PM

Fee: \$97.00

**GRANTOR:**

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

**GRANTEE:**

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

**EASEMENT FOR WATER LINE(S)**

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 line(s) and all necessary appurtenances in, into, upon, over, across and under a Sixteen (16') 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; however, the actual consideration for this transfer consists of or includes other property or value given which is 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"):

Assessor's Map & Tax Lot: R-3909-012AD-00100 (From Deed 99-29280)

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 2, 1968 in Volume to M68, page 2239, and together with vacated streets and alleys which inurred thereto.

Assessor's Map & Tax Lot: R-3909-01200-00102 (From Deed 2010-007998)

Parcel 2 of Land Partition 10-99, being a portion of Parcel 3 of Minor Land Partition 25-87 situated in the E ½ NW ¼ and NE ¼ of Section 12, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said water line or cause damage to it. 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. 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 attorney 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 activities as a Community College.

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.

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 30<sup>th</sup> day of July, 2018.

GRANTEE:  
CITY OF KLAMATH FALLS

By: Nathan Cherpeski  
Nathan Cherpeski, City Manager

Attest: Nickole Barrington  
Nickole Barrington, City Recorder

GRANTOR:  
KLAMATH COMMUNITY COLLEGE

By: Joanna Lyons-Antley  
Name: JOANNA LYONS-ANTLEY  
Title: VICE PRESIDENT OF ADMINISTRATIVE SERVICES

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On 7/19/18, 2018, personally appeared JOANNA LYONS-ANTLEY, who, being first duly sworn, did acknowledge that he/she is the VP of Administrative Services of Klamath Community College, that the foregoing instrument was signed on behalf of Klamath Community College, that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.



WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 2/04/22

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 30<sup>th</sup> day of July, 2018, personally appeared Nathan Cherpeski and 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.

[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 02/26/2021

**EXHIBIT A**

**WATER LINE EASEMENT LEGAL DESCRIPTION**

An easement, 16 feet in width, for the purpose of the installation, maintenance and repair of an underground water pipeline, together with all appurtenances thereto, over, under and upon that strip of land being a portion of the Southeast One-Quarter of the Northeast One-Quarter of Section 12, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, the centerline of said easement being described as follows:

**BEGINNING** at the Northwest Corner of Lot 18 as shown on that certain real map entitled "Junction Acres", recorded under Volume 15, Page 30 and 30B, Klamath County Records; thence Southerly along the West line of said lot, North 00°00'15" East 218.19 feet; thence leaving said West line, South 89°59'45" West 122.77 feet, more or less, to the West right of way State Highway 39 to the **TRUE POINT OF BEGINNING** of this description; thence South 89°59'45" West 229.11 feet, more or less to City of Klamath Falls water main, also being the terminus of this description.

The Basis of Bearing of this description is Klamath County Survey 7852, situate in the Southwest One-Quarter of the Northwest One-Quarter of Section 7, Township 39 South, Range 10 East, Willamette Meridian, Klamath County, Oregon.

For the benefit of Taxlot: R-3910-007BC-01000

Date: July 9, 2018

MSM Project # 1049-18

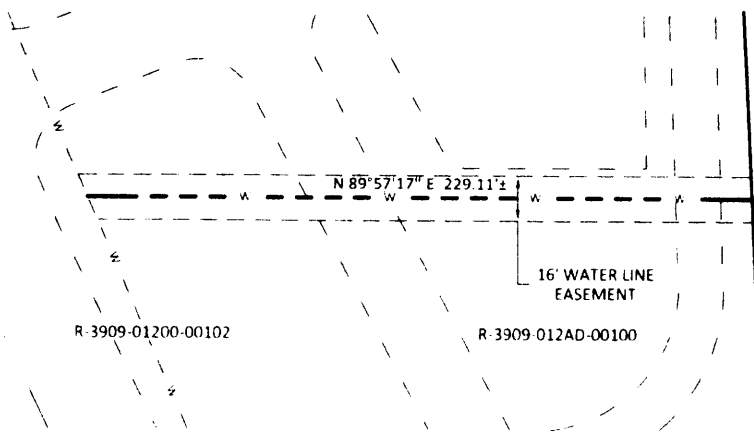
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
SEPTEMBER 13, 2016  
MICHELLE MCBRIDE  
91128PLS

EXPIRATION DATE: 12/31/2018

# EXHIBIT A



TRUE POINT OF BEGINNING  
S 89°57'17" W 122.77'±

STATE HIGHWAY 39  
(WIDTH VARIES)

PROPOSED  
WATER METER  
LOCATION

218.19'

N 00°00'15" E

R-3910-007BC-01000

5.00'

SW CORNER  
OF LOT 18  
OF JUNCTION  
ACRES

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Michelle McBride*  
OREGON  
SEPTEMBER 13, 2016  
MICHELLE MCBRIDE  
91128PLS

EXPIRATION DATE: 12/31/2018

## LEGEND

- EASEMENT LIMITS
- - - W - - - EASEMENT CENTERLINE
- - - W - - - APPROXIMATE LOCATION OF WATER MAIN
- EDGE OF PAVEMENT
- PROPERTY LINE
- RIGHT OF WAY



SCALE 1" = 50'



Michelle McBride, PLS  
P.O. Box 1885, Klamath Falls, OR 97601 • o. (541) 887-2446  
michelle@mcbridesurveying.com • www.mcbridesurveying.com

## WATER LINE EASEMENT

SCALE: 1 in = 50 ft      DATE: JULY 9, 2018      PROJECT NO: 1049-18

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