

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

2019-009126

Klamath County, Oregon



00245178201900091260040041

08/12/2019 01:58:43 PM

Fee: \$97.00

GRANTOR:

BB Development, LLC
Po Box 493
Klamath Falls, OR 97601

GRANTEE:

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

EASEMENT FOR SEWER LINES

BB DEVELOPMENT, LLC, 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 sanitary sewer lines and all necessary appurtenances in, into, upon, over, across and under a Twenty (20) 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 receipt of which is hereby acknowledged by Grantee. The actual consideration for this transfer consists of or includes other property or value given which is part 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**"): Lots 16 and 17, Block 1 of Tract 1174, College Industrial Park, 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 sanitary sewer lines 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 sanitary sewer lines. 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 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.

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 6th day of August, 2019.

GRANTEE:
CITY OF KLAMATH FALLS

By: [Signature]
Nathan Cherpeski, City Manager

Attest: [Signature]
Nickole Barrington, City Recorder

GRANTOR:
BB DEVELOPMENT, LLC

By: [Signature]
Printed Name / Title MATT BOGATAY / OWNER

STATE OF OREGON)
) ss.
County of Klamath)

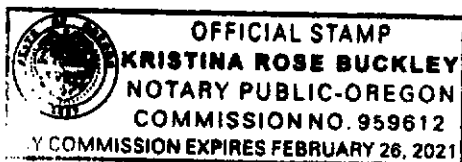
On August 6th, 2019, personally appeared Matt F. Bogatay, who, being first duly sworn, did acknowledge that he is the owner of property listed above and an authorized Member of BB Development, LLC, that the foregoing instrument was signed on behalf of BB Development, LLC, that he is authorized to execute 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: 7/19/22

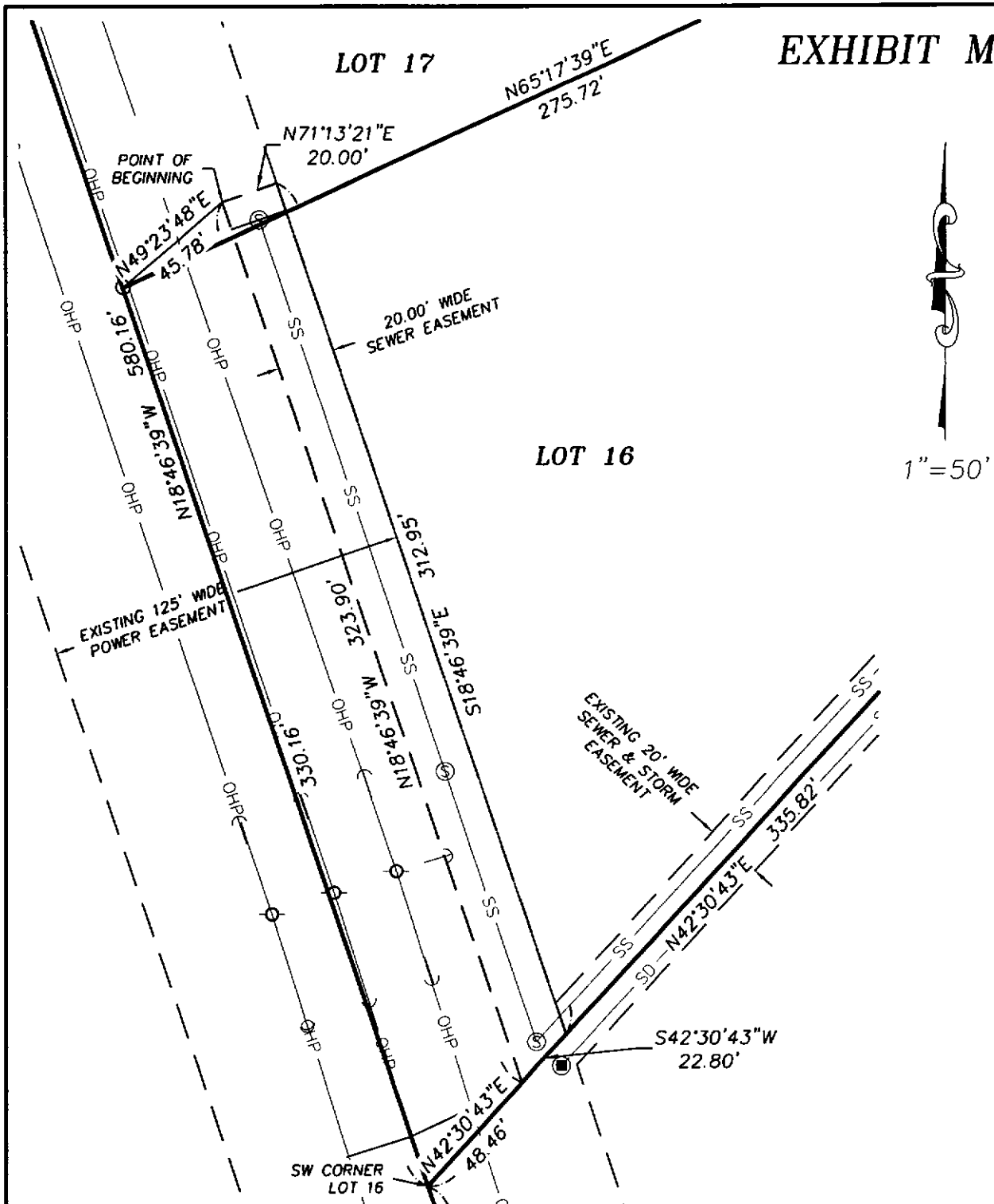
STATE OF OREGON)
) ss.
County of Klamath)

On the 12th day of August, 2019, 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: 2/26/21

EXHIBIT MAP



1"=50'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Keith R. Rhine

OREGON
JULY 11, 2000
KEITH R. RHINE
58985

RENEWAL DATE: 12-31-20

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

SANITARY SEWER EASEMENT

A portion of property situated in the SW 1/4 of Section 17, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and being located in Lots 16 and 17 of "Tract 1174 College Industrial Park, being a duly recorded subdivision at the Klamath County Clerk's Office and being more particularly described as follows:

Commencing at the northwest corner of said Lot 16, thence North 49°23'48" East, 45.78 feet to the TRUE POINT of BEGINNING; thence North 71°13'21" East, 20.00 feet to the easterly line of a 125 foot wide power easement, per deed volume 253 page 60 as recorded at the Klamath County clerk's office; thence along said easterly line, South 18°46'39" East, 312.95 feet to the southerly line of said Lot 16; thence along said southerly line, South 42°30'43" West, 22.80 feet to a point that bears North 42°30'43" East, 48.46 feet from the southwest corner of said Lot 16; thence leaving said southerly line, North 18°46'39" West, 323.90 feet to the point of beginning.

Containing 0.15 acres more or less.

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