

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Wilsonart, LLC
13413 Galleria Circle
Suite #200
Austin, TX 78738

GRANTEE:

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

2021-012706

Klamath County, Oregon



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08/19/2021 01:49:09 PM

Fee: \$97.00

EASEMENT FOR WATER LINE

WILSONART, 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 water line 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 Grantor. The actual consideration for this transfer consists of or includes other property or value given which is 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**"): Currently identified per Statutory Warranty Deed 2021-003996, currently tax lot R-3909-01600-00900-000.

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/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 12th day of August, 2021. Pursuant to ORS 93.808, Grantee hereby accepts this conveyance.

GRANTEE:
CITY OF KLAMATH FALLS

By: Jessica Lindsay
Jessica Lindsay, City Manager Pro Tem

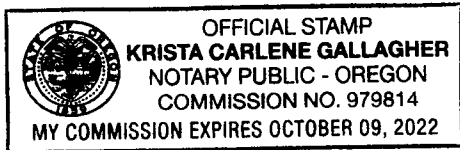
Attest: Nickole Barrington
Nickole Barrington, City Recorder

GRANTOR:

By: Dan Case
Dan Case, Senior Manager/Engineer

STATE OF Oregon)
) ss.
County of Klamath)

On August 12, 2021, personally appeared Dan Case, who, being first duly sworn, did acknowledge that he is the Senior Manager/Engineer of Wilsonart, LLC, that the foregoing instrument was signed on behalf of Wilsonart, LLC, that he is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.



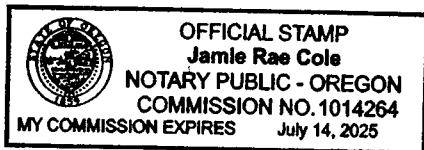
WITNESS my hand and official seal.

Krista G
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: October 09, 2022

STATE OF OREGON)
) ss.
County of Klamath)

On the 12 day of August, 2021, personally appeared Jessica Lindsay and Nickole Barrington, who, each being first duly sworn, did acknowledge that the former is the City Manager Pro Tem 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.

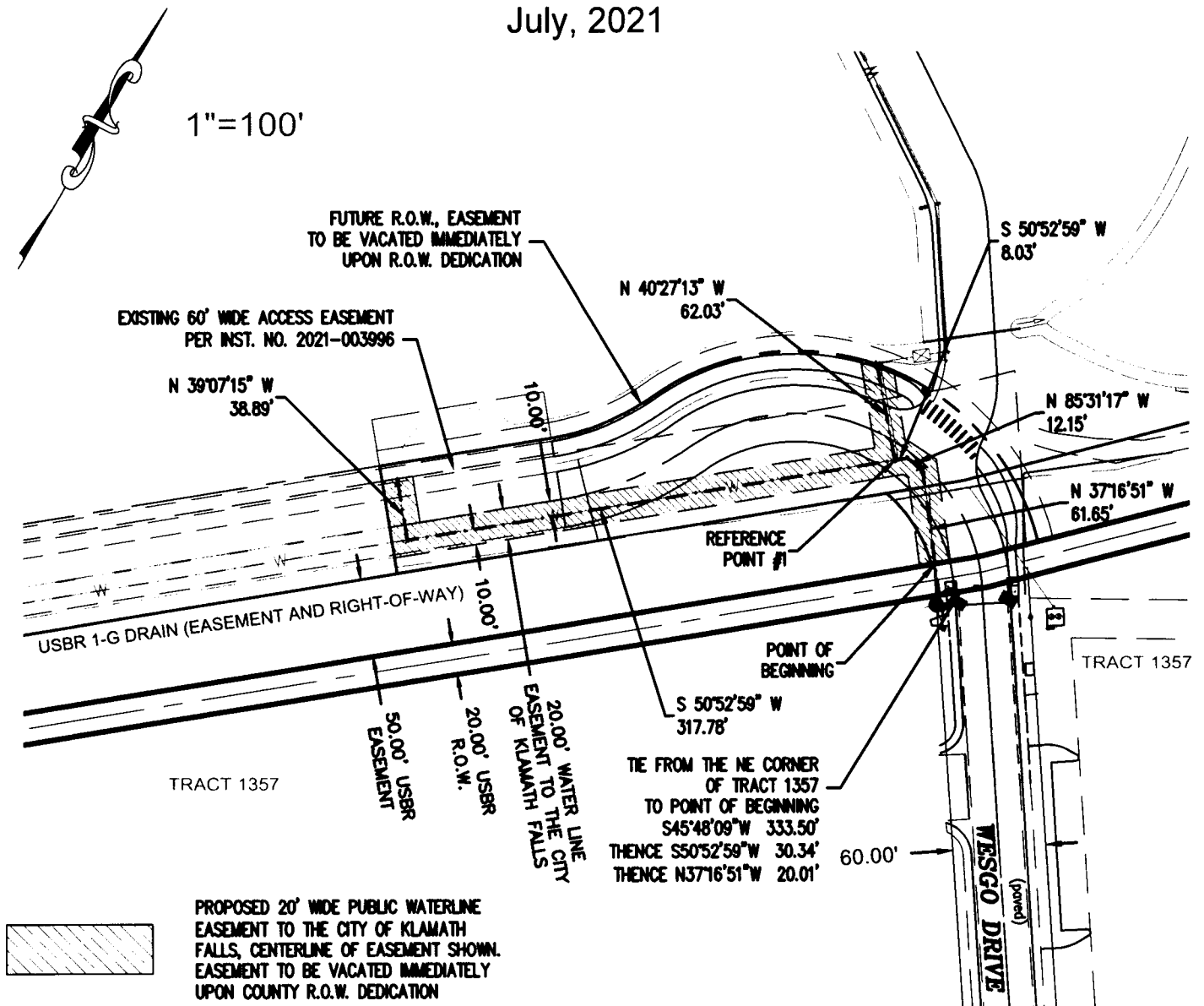
WITNESS my hand and official seal.



Jamie Rae Cole
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: July 14, 2025

EXHIBIT A - Page 1

Project Waterfall - Wilsonart Manufacturing Facility
Public Water Line Easement
July, 2021



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Marcus D. Cross

OREGON
JULY 6, 2010
MARCUS D. CROSS
55506PLS

RENEWS: 12-31-2021

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

EXHIBIT A – Page 2

PUBLIC WATER LINE EASEMENT TO BE VACATED IMMEDIATELY UPON COUNTY R.O.W. DEDICATION

A 20' wide strip of land situated in the SE 1/4 of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, the centerline of said easement being more particularly described as follows:

Commencing at the northeast corner of "Tract 1357", being a duly recorded subdivision at the Klamath County Clerk's Office, thence along the northwesterly line of said Tract 1357 South 45°48'09" West, 333.50 feet; thence South 50°52'59" West, 30.34 feet; thence leaving said northwesterly line of Tract 1357 North 37°16'51" West, 20.01 feet to the TRUE POINT of BEGINNING of the centerline of this Easement description; thence North 37°16'51" West, 61.65 feet; thence North 85°31'17" West, 12.15 feet; thence South 50°52'59" West, 8.03 feet to Reference Point #1; thence continuing South 50°52'59" West, 317.78 feet; thence North 39°07'15" West, 38.89 feet.

Also including the following 20' wide strip of land beginning at Reference Point #1 above, thence North 40°27'13" West, 62.03 feet.

The sidelines of Said Easement shall be shortened or lengthened to terminate on right of way lines, property lines, and the intersection of other water easement sidelines.

Said Easement Containing 9,810 square feet more or less. Basis of bearings is per the Oregon Coordinate Reference System (OCRS) Bend-Klamath Falls zone.