

2022-014412

Klamath County, Oregon

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601



00309908202200144120040044

12/20/2022 01:34:46 PM

Fee: \$97.00

**GRANTOR:**

Klamath Falls RV Resort, LLC – Chad Ross, Manager  
5 Legacy Dr.  
Goldendale, WA 98620

**GRANTEE:**

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

**EASEMENT FOR DOMESTIC/IRRIGATION WATER VAULTS/APPURTENANCES**

**Klamath Falls RV Resort, 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 lines/infrastructure and all necessary appurtenances in, into, upon, over, across and under a 8 foot by 7 foot area of land legally described and depicted on EXHIBITS A and B, 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 of / the whole consideration. Grantee 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 1 of Land Partition 12-18.

3. **Restrictions**. Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said water lines/infrastructure/appurtenances 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 lines/infrastructure/appurtenances. 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 15<sup>th</sup> day of December, 2022.  
Pursuant to ORS 93.808, Grantee hereby accepts this conveyance.

**GRANTEE:**

**CITY OF KLAMATH FALLS**

By: Jonathan Teichert  
Jonathan Teichert, City Manager

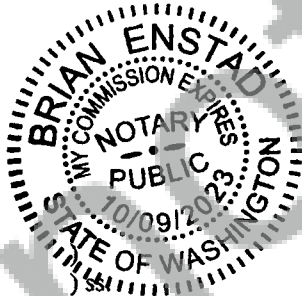
Attest: Nickole Barrington  
Nickole Barrington, City Recorder

**GRANTOR:**

By: Chad Ross  
Chad Ross / Manager of Klamath Falls RV Resort, LLC

STATE OF Washington )  
 ) ss.  
County of Klickitat )

On December 15, 2022, personally appeared Chad Ross, who, being first duly sworn, did acknowledge that he is the Manager of Klamath Falls RV Resort, LLC, that the foregoing instrument was signed on behalf of Klamath Falls RV Resort, LLC, that he is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

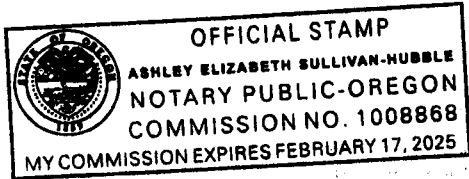


WITNESS my hand and official seal.  
[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Washington  
My Commission Expires: 10/09/2023

STATE OF OREGON

County of Klamath

On the 20<sup>th</sup> day of December, 2022, personally appeared Jonathan Teichert 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.  
Ashley Elizabeth Sullivan-Hubble  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 2/17/25

## EXHIBIT "A"

A tract of land, 5 feet by 8 feet in dimension around an existing water meter vault, situated in Parcel 1 of Land Partition 12-18 in the SE1/4 of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. Said tract being more particularly described as follows:

Commencing at a 5/8" Rebar w/ Aluminum Cap per County Survey 4370, being the initial point of Land Partition 12-18; thence North  $46^{\circ}19'08''$  West, 439.07 feet to a 5/8" Rebar with no cap on the Northeasterly Right of Way of Highway 97; thence along said Right of Way North  $54^{\circ}03'21''$  West, 32.79 feet to a point being the TRUE POINT OF BEGINNING of this description; thence continuing along said Right of Way North  $54^{\circ}03'21''$  West, 8.00 feet to a point being South  $54^{\circ}03'21''$  East, 113.43 feet from a 5/8" Rebar with no cap; thence leaving said Right of Way North  $35^{\circ}56'39''$  East, 5.00 feet; thence South  $54^{\circ}03'21''$  East, 8.00 feet; thence South  $35^{\circ}56'39''$  West, 5.00 feet to the Point of Beginning.

Basis of Bearing is per the plat of Land Partition 12-18.

Containing 40 square feet, more or less.

# EXHIBIT "B"

LOCATED IN PARCEL 1 OF LAND PARTITION 12-18  
SITUATED IN THE SE 1/4 OF SECTION 18, T38S, R09E W.M.  
KLAMATH COUNTY, OREGON

5/8" REBAR WITH NO  
CAP PER CS 4178

EXISTING FIRE  
VAULT

EXISTING  
IRRIGATION  
METER/BOX

EXISTING WATER  
METER VAULT

POB

PARCEL 1  
LP 12-18

SCALE: 1" = 10'

HIGHWAY 97

5/8" REBAR WITH NO  
CAP PER CS 4178

5/8" REBAR WITH  
ALUMINUM CAP PER  
CS 4370. INITIAL  
POINT OF LP 12-18.

Line Table

Line #	Direction	Length
L1	N54°03'21"W	8.00'
L2	N35°56'39"E	5.00'
L3	S54°03'21"E	8.00'
L4	S35°56'39"W	5.00'

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Keith R. Rhine*

OREGON  
JULY 11, 2000  
KEITH R. RHINE  
58985

RENEWAL DATE: 12-31-22

**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

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