


AFTER RECORDING RETURN TO: City of Klamath Falls 500 Klamath Ave Klamath Falls, OR 97601	CLERK'S STAMP 2025-009643 Klamath County, Oregon  00348897202500096430040049 10/28/2025 01:07:21 PM Fee: \$102.00
GRANTOR: Klamath Basin Behavioral Health 2210 N Eldorado Ave7390 S 6 th Street Klamath Falls, OR 97601	
GRANTEE: City of Klamath Falls 500 Klamath Ave Klamath Falls, OR 97601	

EASEMENT FOR WATER LINE(S)

The Klamath Basin Behavior Health, Grantor, in consideration of the terms and conditions of this Easement, the sufficiency of which is hereby acknowledged, does hereby grant and convey to 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 parcel of land legally described and depicted on EXHIBIT A and EXHIBIT B respectively, attached hereto and incorporated herein (the "Easement Area").


Additional terms of the Easement are as follows:

- Consideration.** Grantee has paid to Grantor the sum of \$10.00 and other goods and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by Grantor and Grantee.
- Property Burdened.** The Easement Area lies within the real property owned by Grantor that is legally described as Parcel 1 of Land Partition 29-23 (the "Property").
- Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said water line(s) or cause damage to it. Grantor retains the right to utilize the Easement Area for asphalt driveways or parking area (Portland cement concrete is prohibited except for curbs and gutters) and/or landscaping, except for trees that in Grantee's judgment would interfere with the operation of the water line(s). 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.
- 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.
- 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 the operation of business on Grantor's Property.
- 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.
- 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.


Kendall P. Axon

STATE OF OREGON)
County of Klamath) ss.
)

WITNESS my hand and official seal.



OFFICIAL STAMP
MONICA NAVARRO
NOTARY PUBLIC - OREGON
COMMISSION NO. 1058452
COMMISSION EXPIRES MAY 08, 2029


City Manager

Nicole Banington
City Recorder

STATE OF OREGON)
) ss.
County of Klamath)

WITNESS my hand and official seal.

OFFICE OF THE
BELEN GARCIA VEGA
NOTARY PUBLIC
COMMISSION
MY COMMISSION EXPIRES 11/14/09

OFFICE OF
BELEN GARZA
NOTARY PUBLIC
COMMISSION # 037409
MY COMMISSION EXPIRES 12/31/2027

EXHIBIT A

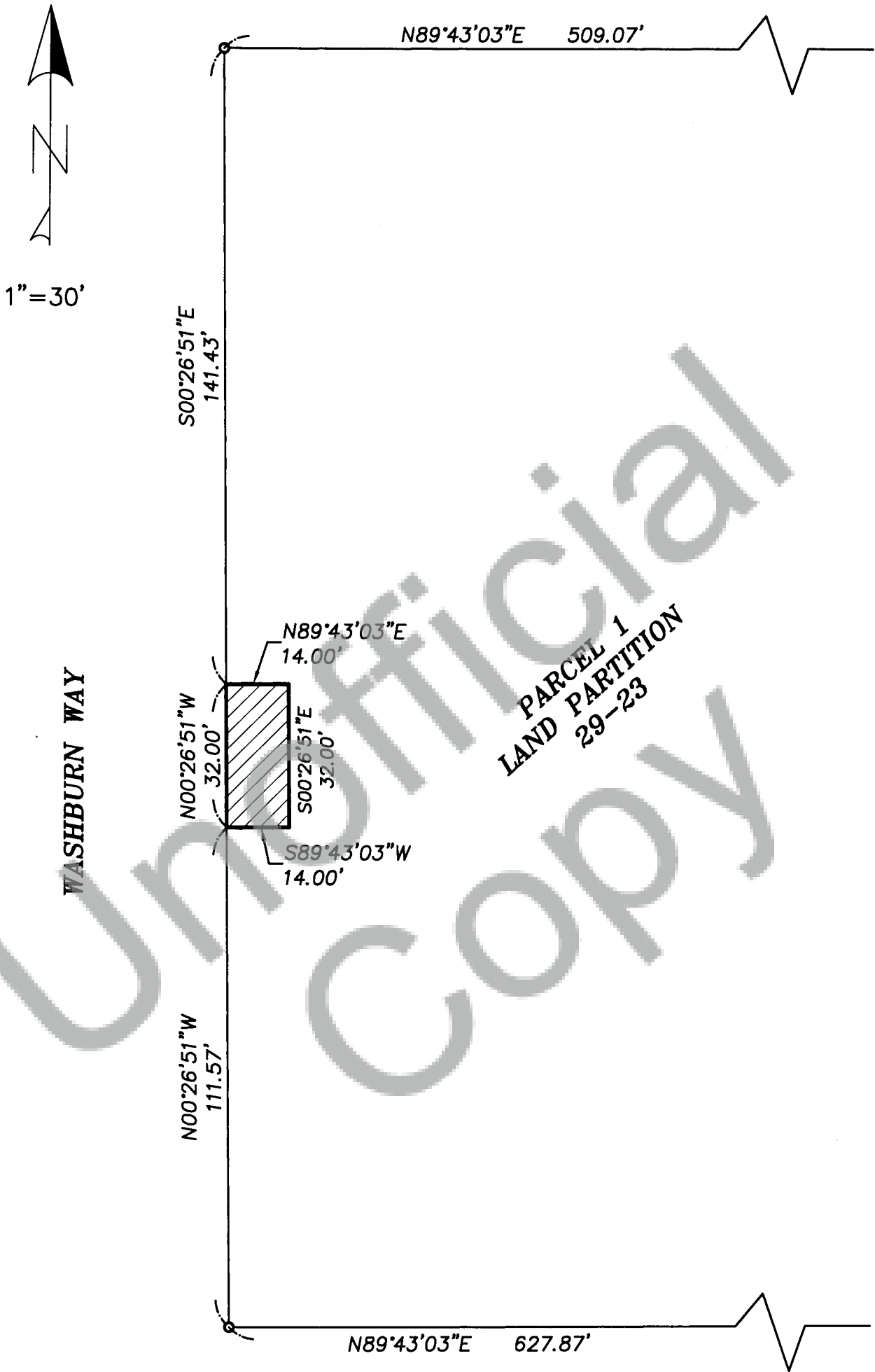
KBBH WATER EASEMENT DESCRIPTION

A strip of land being a portion of Parcel 1 of Land Partition 29-23 as filed at the Klamath County Clerk's office, situated in the Southwest one-quarter of the Northwest one-quarter of Section 34, Township 38 South, Range 09 East of the Willamette Meridian, City of Klamath Falls, said strip being more particularly described as follows:

Commencing at the southwest corner of said Parcel 1, being marked with a 5/8" rebar and yellow plastic cap stamped "RHINE-CROSS GROUP, LLC"; thence, along the easterly right of way line of Washburn Way, North 00°26'51" West, 111.57 feet to the TRUE POINT OF BEGINNING; thence continuing along said easterly right of way line, North 00°26'51" West, 32.00 feet to a point that bears South 00°26'51" East, 141.43 feet from the northwest corner of said Parcel 1, being marked with a 5/8" rebar and yellow plastic cap stamped "RHINE-CROSS GROUP, LLC"; thence leaving said right of way line, North 89°43'03" East, 14.00 feet; thence South 00°26'51" East, 32.00 feet; thence South 89°43'03" West, 14.00 feet to the point of beginning. Basis of bearing is per said Land Partition 29-23.

Containing 448 square feet.

EXHIBIT B



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Keith R. Rhine

OREGON
JULY 11, 2000
KEITH R. RHINE
58985

RENEWS: 12-31-26

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

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