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#0510 6th & Homedale  
Klamath Falls, OR  
9/8/93

GRANT OF SIGN AND VISIBILITY EASEMENT

THIS INDENTURE is made this 23<sup>d</sup> day of September, 1993, by MULVEY LOVING TRUST ("Grantor") to ALBERTSON'S, INC., a Delaware corporation ("Grantee").

RECITALS:

A. Grantor owns a parcel of land located in Klamath County, Oregon more particularly described on Exhibit "A" attached hereto (the "Mulvey Property"); and

B. Grantee owns a parcel of land located in Klamath County, Oregon, more particularly described in Exhibit "B" attached hereto (the "Albertson's Property"); and

C. Grantor has agreed, in return for not more than Seven Thousand Three Hundred Seventy-Six Dollars (\$7,376.00), to grant to Grantee for the benefit of the Albertson's Property a sign and light pole easement over that portion of the Mulvey Property described on Exhibit "C" attached hereto and a visibility easement over that portion of the Mulvey Property described on Exhibit "D" attached hereto, which easements are illustrated on Exhibit "E" attached hereto. Grantor further agrees to construct and maintain a concrete block wall along a portion of the Mulvey/Albertson's property line and to cooperate with Grantee in the development of Albertson's Property.

NOW, THEREFORE, the parties hereby agree as follows:

1. Sign Easement. Grantor hereby grants, bargains, sells and conveys to Grantee, its agents, employees, contractors, lessees, successors and assigns, a nonexclusive easement over, across and upon that portion of the Mulvey Property described on Exhibit "C" (the "Sign Area") for the construction, maintenance, operation, alteration, repair, replacement and/or removal of a free-standing light pole and a free-standing monument or pylon sign displaying the designation of the business(es) located on the Albertson's Property or such other designation chosen by the owner or occupant of the Albertson's Property. Grantor further grants Grantee, for the benefit of Albertson's Property, an easement for any portion of such free-standing light pole which encroaches onto the Mulvey Property outside the Sign Area provided such encroachment does not exceed one foot. These easements run with the land and bind the heirs, successors and assigns of the parties.

2. Visibility Easement. Grantor hereby grants, bargains, sells and conveys to Grantee, its agents, employees, contractors, lessees, successors and assigns, a nonexclusive easement over and across that portion of the Mulvey Property described on Exhibit "D" (the "Visibility Corridor") for the purpose of preserving the ability of vehicular and pedestrian

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traffic traveling on Homedale Road in the vicinity of the Albertson's Property to see any sign located on the Sign Area. This easement runs with the land and binds the heirs, successors and assigns of the parties.

3. Restriction Against Improvements. Grantor agrees that no building or other structure, sign, billboard or other advertisement of any kind, tree, bush, shrub or fence (except the wall described in Paragraph 4 below) shall be constructed, erected, displayed, planted, placed or maintained upon or within the Sign Area or Visibility Corridor which interferes with the Sign Easement or visibility of any such sign. This restriction against improvements within the Sign Area and Visibility Corridor shall be binding upon Grantor's successors and assigns and shall constitute a covenant running with the land.

4. Concrete Block Wall. Grantor, at Grantor's sole expense, shall construct a concrete block wall on the Mulvey Property along the Mulvey/Albertson's property line not to exceed <sup>seven (7)</sup> ~~six (6)~~ feet in height. The length, location, design and color of the wall shall be mutually agreed upon by Grantor and Grantee and shall not be changed by Grantor without Grantee's prior written consent, which consent shall not be unreasonably withheld. Grantor shall maintain and repair the wall at its sole expense, keeping the side of the wall facing Albertson's Property clear of graffiti and otherwise sightly.

5. Performance of Grantee's Work. By acceptance of the rights granted herein, Grantee hereby agrees to perform any construction, maintenance, operation, alteration, repair, replacement and/or removal of any light pole or sign located on the Sign Area in such a manner as not to unreasonably interfere with the parking, ingress and egress by Grantor, its employees, business invitees and customers. Furthermore, Grantee shall complete all work and restore the premises of Grantor to the condition it was in beforehand immediately after completion of Grantee's work.

6. Grantor's Rights. Grantor hereby reserves the right and privilege to use the Mulvey Property for any other purpose except as might interfere with Grantee's use.

7. Indemnification.

(a) Grantee shall indemnify and hold Grantor harmless from any loss or liability with respect to any claims, causes of action, injuries to persons or damage to property resulting from Grantee's use or enjoyment of the rights granted herein.

(b) Grantor shall indemnify and hold Grantee harmless from any loss or liability with respect to any claims, causes of action, injuries to persons or damage to property resulting from Grantor's wall described in Paragraph 4 above and any of the rights and obligations related thereto.

24622

IN WITNESS WHEREOF, this Grant of Sign and Visibility Corridor Easement is  
executed the day and year first above written.

MULVEY LOVING TRUST

By: Jane Mulvey  
Trustee

By: Patricia J. Mulvey  
Trustee

ALBERTSON'S, INC.

By: William H. Arnold  
William H. Arnold  
Vice President, Real Estate Law

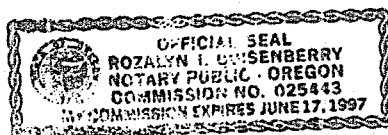
STATE OF OREGON

County of Klamath

) ss.

On this 23<sup>d</sup> day of September, 1993, before me, Rozalyn I. Giesenberry  
 a Notary Public in and for said state, personally appeared Jim Mulvey and \*\*, known  
 or identified to me to be the person whose name is subscribed to the within instrument as  
 Trustee of the Mulvey Loving Trust and acknowledged to me that he/she executed the  
 same as such Trustee. Patricia J. Mulvey

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
 seal the day and year in this certificate first above written.



Rozalyn I. Giesenberry  
 Notary Public for Oregon  
 Residing at Klamath Falls, OR  
 My commission expires 6-17-97

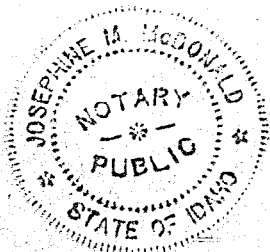
STATE OF IDAHO

County of Ada

) ss.

On this 17<sup>th</sup> day of September, 1993, before me, JOSEPHINE M. McDONALD  
 a Notary Public in and for said State, personally appeared WILLIAM H. ARNOLD, known  
 or identified to me to be the Vice President, Real Estate Law of Albertson's, Inc., the  
 corporation that executed the within instrument or the person who executed the instrument  
 on behalf of said corporation, and acknowledged to me that such corporation executed the  
 same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
 the day and year in this certificate first above written.



Josephine M. McDonald  
 Notary Public for Idaho  
 Residing at Remlap, Idaho  
 My commission expires 2-01-99

# EXHIBIT "A"

24624

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 2, BAILEY TRACTS NO. 2, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the South 60 feet of Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 2 of BAILEY TRACTS NO. 2, in the County of Klamath, State of Oregon.

ALSO EXCEPTING: Beginning at the Southwest corner of Lot 9, Block 2 of BAILEY TRACTS NO. 2; thence East 639 feet; thence South 60 feet; thence West 639 feet; thence North 60 feet to the place of beginning, being a part of BAILEY TRACTS NO. 2, which was formerly Nadine Street.

ALSO EXCEPTING THEREFROM a portion of Lots 8 and 9, Block 2, BAILEY TRACTS NO. 2, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point on the West line of Lot 9, Block 2, BAILEY TRACTS NO. 2, which bears North 0 degrees 02' East 135 feet from the Southwest corner of said Lot 9; thence South 89 degrees 59' East 149 feet to the East line of Lot 8 said Block 2; thence North 0 degrees 02' East along the East line of said Lot 8 a distance of 75 feet; thence North 89 degrees 59' West a distance of 149 feet more or less to the West line of said Lot 9; thence South 0 degrees 02' West along the West line of said Lot 9 a distance of 75 feet, more or less to the point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at a point on the West line of Lot 9, Block 2, BAILEY TRACTS NO. 2, which bears North 0 degrees 02' East 60 feet from the Southwest corner of said Lot 9; thence South 89 degrees 59' East 149 feet to the East line of Lot 8 said Block 2; thence North 0 degrees 02' East along the East line of said Lot 8 a distance of 75 feet; thence North 89 degrees 59' West a distance of 149 feet, more or less, to the West line of said Lot 9; thence South 0 degrees 02' West along the West line of said Lot 9 a distance of 75 feet, more or less, to the point of beginning, being a portion of Lots 8 and 9 in Block 2 of BAILEY TRACT NO. 2.

EXCEPTING THEREFROM a tract of land situated in Lots 1, 2 and 3 Block 2 of "Bailey Tracts No. 2", a duly recorded subdivision and in the NE1/4 SE1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the E1/4 of said Section 2; thence South 42 degrees 38' 05" West 637.81 feet to the Southeast corner of the proposed Albertson's parcel, being the true point of beginning of this description; thence North 00 degrees 00' 26" East, along the East line of said proposed Albertson's Parcel, 164.23 feet, more or less, to a point on the Northerly line of that Tract of land described as Parcel 1 in Deed Volume M89, page 25,077, Microfilm Records of Klamath County, Oregon (Southerly line of the Enterprise Irrigation District Canal); thence Westerly, along said Northerly line, North 70 degrees 23' 30" West 147.82 feet, South 79 degrees 35' 30" West 51.00 feet, and South 39 degrees 28' 30" West 68.00 feet, more or less, to a point on the East line of said "BAILEY TRACTS NO. 2"; thence South 00 degrees 03' 14" West, along said East line, 5.56 feet, more or less, to the Northeast corner of Block 2 of said "BAILEY TRACTS NO. 2"; thence along the Northerly line of said Block 2, South 39 degrees 42' 12" West 110.05 feet, South 56 degrees 51' 29" West 83.54 feet, and South 70 degrees 34' 13" West 74.16 feet to the Northwest corner of Lot 3 Block 2; thence North 88 degrees 54' 32" East 442.90 feet to the true point of beginning.

ALSO EXCEPTING a tract of land situated in Lots 8 and 9 Block 2 of "BAILEY TRACTS NO. 2", a duly recorded subdivision, being in the NE1/4 SE1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Lot 9 Block 2; thence North 83 degrees 46' 55" East 79.55 feet to the Northeast corner of said Lot 9 Block 2; thence South 66 degrees 29' 10" East, along the Northerly line of said Lot 8 Block 2, 18.22 feet; thence South 83 degrees 33' 31" West 96.45 feet, to a point on the West line of said Lot 9 Block 2; thence North 00 degrees 17' 12" East 9.48 feet to the point of beginning.



## EXHIBIT "B"

LEGAL DESCRIPTION  
OF  
PROPOSED ALBERTSON'S PARCEL

A TRACT OF LAND SITUATED IN LOTS 1 THROUGH 8 OF BLOCK 1 AND LOTS 1 THROUGH 3, 8 AND 9 OF BLOCK 2 OF "BAILEY TRACTS No. 2" A DULY RECORDED SUBDIVISION, AND IN THE NE $\frac{1}{4}$  SEC OF SECTION 2, T39S, R9EWM, Klamath County, Oregon, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 BLOCK 1 OF SAID "BAILEY TRACTS No. 2"; THENCE N89°43'42"W 560.00 FEET TO THE NORTHWEST CORNER OF LOT 8 BLOCK 1 OF SAID "BAILEY TRACTS No. 2"; THENCE S00°17'12"W 266.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE S83°33'31"W 77.36 FEET TO THE SOUTHWEST CORNER OF LOT 9 BLOCK 1 OF SAID "BAILEY TRACTS No. 2"; THENCE S00°17'12"W 35.24 FEET TO A POINT ON THE WEST LINE OF LOT 3 BLOCK 2 OF SAID "BAILEY TRACTS No. 2"; THENCE N83°33'31"E 96.45 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 8 OF SAID BLOCK 2; THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK 2 S66°29'10"E 57.78 FEET, S59°19'49"E 81.02 FEET, S59°57'23"E 80.55 FEET, S66°30'44"E 76.10 FEET, AND S82°23'40"E 70.49 FEET TO THE NORTHWEST CORNER OF LOT 3 BLOCK 2 OF SAID "BAILEY TRACTS No. 2"; THENCE N88°54'32"E 442.90 FEET TO A POINT FROM WHENCE THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M90 PAGE 2677 OF THE Klamath County DEED RECORDS BEARS N00°00'26"E 176.64 FEET AND THE EAST 1/4 CORNER OF SAID SECTION 2 BEARS N42°38'05"E 637.81 FEET; THENCE N00°00'26"E 431.28 FEET TO THE NORTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN DEED VOLUME M90 PAGE 2677; THENCE N89°43'42"W 232.41 FEET TO THE POINT OF BEGINNING, CONTAINING 7.535 ACRES, MORE OR LESS.

Owners  
Erwin H. Rector, L. S. W. R. E.  
Dennis A. Ensor, L. S. W. R. E.

24526

**TRUE SURVEYING LINE**

TELEPHONE (503) 654-5211  
2235 SUMMERS LANE • KLAMATH FALLS, OREGON 97603  
MAY 19, 1993

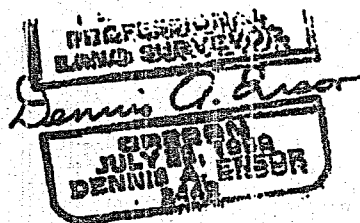
**LEGAL DESCRIPTION**

**OF**

**SIGN EASEMENT**

A TRACT OF LAND SITUATED IN LOT 9 BLOCK 2 OF "BAILEY TRACTS No. 2" A DULY RECORDED SUBDIVISION IN THE NE1/4 SE1/4 OF SECTION 2, T39S, R9EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE E1/4 CORNER OF SAID SECTION 2; THENCE S75°12'05"W 1347.42 FEET TO THE SOUTHWEST CORNER OF THE PROPOSED ALBERTSON'S PARCEL ON THE WEST LINE OF SAID LOT 9 (EAST RIGHT OF WAY LINE OF HOMEDALE ROAD) BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N83°33'31"E, ALONG THE SOUTHERLY BOUNDARY OF SAID ALBERTSON'S PARCEL, 26.05 FEET; THENCE S00°31'00"W 5.13 FEET; THENCE S88°46'15"W 25.90 FEET TO THE WEST LINE OF SAID LOT 9; THENCE N00°17'12"E 3.67 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 113 SQUARE FEET, MORE OR LESS.



EXPIRES 12-31-93

*Dennis A. Ensor*

DENNIS A. ENSOR O.L.S. 2442

Dennis A. Ensor, L.S. W.R.E.  
Dennis A. Ensor, L.S. W.R.E.

24527

# TRU SURVEYING LINE

TELEPHONE (503) 894-3881  
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

MAY 18, 1993

## LEGAL DESCRIPTION

OF

### SIGN VISIBILITY EASEMENT

A TRACT OF LAND SITUATED IN LOT 9 BLOCK 2 OF "BAILEY TRACTS No. 2" A DULY RECORDED SUBDIVISION IN THE NE1/4 SE1/4 OF SECTION 2, T39S, R9EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE E1/4 CORNER OF SAID SECTION 2; THENCE S75°12'06"W 1347.42 FEET TO THE SOUTHWEST CORNER OF THE PROPOSED ALBERTSON'S PARCEL ON THE WEST LINE OF SAID LOT 9 (EAST RIGHT OF WAY LINE OF HOMEDALE ROAD) AND S00°17'12"W, ALONG SAID WEST LINE, 3.67 FEET TO THE SOUTHWEST CORNER OF THE ALBERTSON'S SIGN EASEMENT PARCEL AND BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N00°40'15"E 28.90 FEET TO THE SOUTHEAST CORNER OF SAID ALBERTSON'S SIGN EASEMENT; THENCE S17°52'03"W 85.59 FEET TO A POINT ON THE WEST LINE OF SAID LOT 9; THENCE N00°17'12"E 80.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1034 SQUARE FEET, MORE OR LESS.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Dennis A. Ensor*

OREGON  
JULY 25, 1988  
DENNIS A. ENSOR  
2442

*Dennis A. Ensor*

DENNIS A. ENSOR

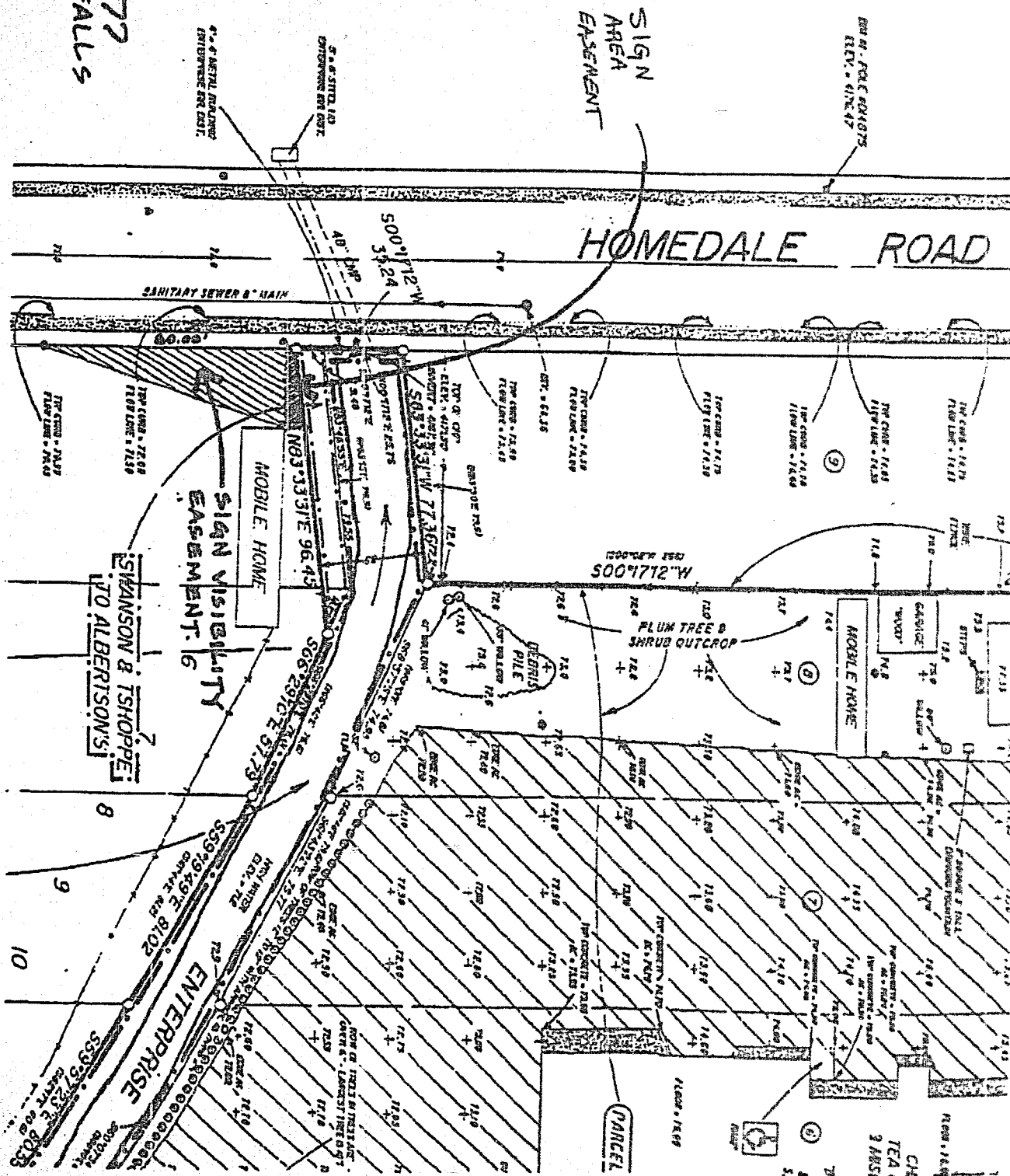
O.L.S. 2442

EXPIRES 12-31-93



8577  
K-FALLS

40



**STATE OF OREGON: COUNTY OF KLAMATH:**

Filed for record at request of Aspen Title & Escrow the 23rd day  
of Sept. A.D., 19 93 at 3:22 o'clock P M., and duly recorded in Vol. M93  
of \_\_\_\_\_ of Deeds on Page 24620

Evelyn Biehn, County Clerk

By Deanne J. Henderson

**FEE \$70.00**