

2013-003085

Klamath County, Oregon



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03/22/2013 10:11:38 AM

Fee: \$52.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

Pine Cone, LLC  
PO Box 257  
Klamath Falls, OR 97601

**GRANTEE:**

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

**TEMPORARY EASEMENT**

Pine Cone, LLC Grantor, for the true and actual consideration of property trail enhancement, does grant to the City of Klamath Falls, Oregon, a municipal corporation, Grantee its successors and assigns, a temporary easement for the purposes of placement, construction and maintenance of recreational pedestrian bridge footings and trail approaches for only until the Grantor and the State of Oregon are able to execute a permanent easement, or not to exceed two (2) years from the date hereof execution of this temporary easement, whichever date is earlier, over and across Parcel 1 of Land Partition 43-00, which is located in the SE 1/4, Section 32 and the SW 1/4, Section 33, T 38 S, R 09 E, W.M., Klamath County Oregon and being more particularly described and depicted on Exhibit A, attached hereto and by this reference made a part hereof. Additional terms of the Temporary Easement are as follows:

1. **Consideration.** Grantee offers and Grantor accepts for true and actual consideration property/trail enhancement. Grantee shall bear the costs of recording this Temporary Easement.
2. **Property Burdened.** The Temporary Easement Area lies within the real property owned by Grantor that is legally described as Parcel 1 of Land Partition 43-00, as described in the deed reference recorded with the Klamath County Clerk at Vol. M01, Page 29957-29961 (the "**Property**"):
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Temporary Easement Area that would *inhibit access* to Grantee's said recreational pedestrian bridge footings and trail approaches *and/or cause damage* to them. Grantor agrees that any use of the Temporary 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 attorneys' fees, costs and expenses) that arise from or out of the Grantee's use of the Temporary Easement Area or the Property at any time.
5. **Entry.** This Temporary 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 Temporary Easement for two (2) years, as stated above, of rights for 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. Grantee and/or Grantee's agents will use care and caution in securing the gate upon entry and exiting the fenced property.

6. **Temporary Easement Use of Property.** Grantee agrees to use due care in any use of the Temporary Easement Area and in the construction, installation, repair, replacement and maintenance of either Grantee's improvements or the Temporary Easement Area as provided for herein so as not to unreasonably disturb Grantor's use of its property.

7. This Temporary 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 Temporary 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 22nd day of March, 2013.

**GRANTEE:**  
**CITY OF KLAMATH FALLS**

By: [Signature]  
Nathan Cherpeski, City Manager

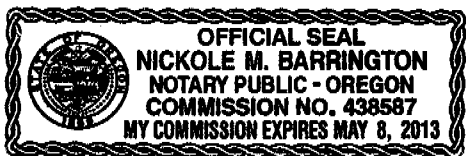
Attest: [Signature]  
Elisa D. Olson, City Recorder

**GRANTOR:**  
**PINE CONE, LLC**

[Signature]  
Rob Shaw, Managing Partner

STATE OF OREGON                     )  
   ) ss.  
County of Klamath                     )

On March 22, 2013, personally appeared Rob Shaw, who, being first duly sworn, did acknowledge that he is the Managing Partner of PineCone, LLC, that the foregoing instrument was signed on behalf of PineCone, LLC, that he is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

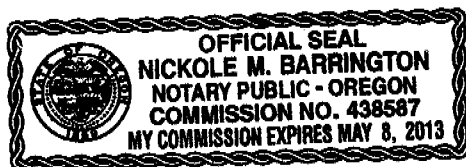


WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 5-8-2013

STATE OF OREGON                     )  
   ) ss.  
County of Klamath                     )

On the 24th day of March, 2013, personally appeared Nathan Cherpeski and Elisa D. Olson, 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: 5-8-2013

**TEMPORARY EASEMENT TO THE CITY OF KLAMATH FALLS  
FOR THE LAKE EWAUNA NATURE TRAIL PROJECT**

**TEMPORARY EASEMENT FOR THE CONSTRUCTION/MAINTENANCE/ACCESS  
OF A RECREATIONAL PEDESTRIAN BRIDGE AND ADJOINING TRAIL SITUATED  
ON PARCEL 1 OF LAND PARTITION 43-00, WHICH IS LOCATED IN THE  
SOUTHEAST ¼, SECTION 32 AND THE SOUTHWEST ¼, SECTION 33, T 38 S, R 09 E,  
W.M., KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:**

Beginning at the southerly common boundary corner of Parcels 1 and 2 of said Land Partition 43-00 marked with a 5/8" iron rod w/plastic cap "Adkins Consult Engrs Inc", and being on the line of ordinary high water of the Lake Ewauna shoreline; thence N 21deg 47' 51" E, 542.33 feet to a 5/8" iron rod w/plastic cap marked "Adkins Consult Engrs Inc" on the southwesterly Railroad Right of Way line as shown on said land partition plat; thence N 57deg 32' 30" W, along said railroad right of way line, 45.30 feet to a railroad spike marked "LS 2872"; thence S 27deg 43' 29" W, 349 feet more or less to the line of ordinary high water of Lake Ewauna; thence southwesterly, along said line of ordinary high water, 168 feet more or less to a point in the change of direction of said line; thence southeasterly, continuing along said line, 105 feet more or less to the point of beginning containing 39,438 square feet more or less.

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Thomas Del Santo*

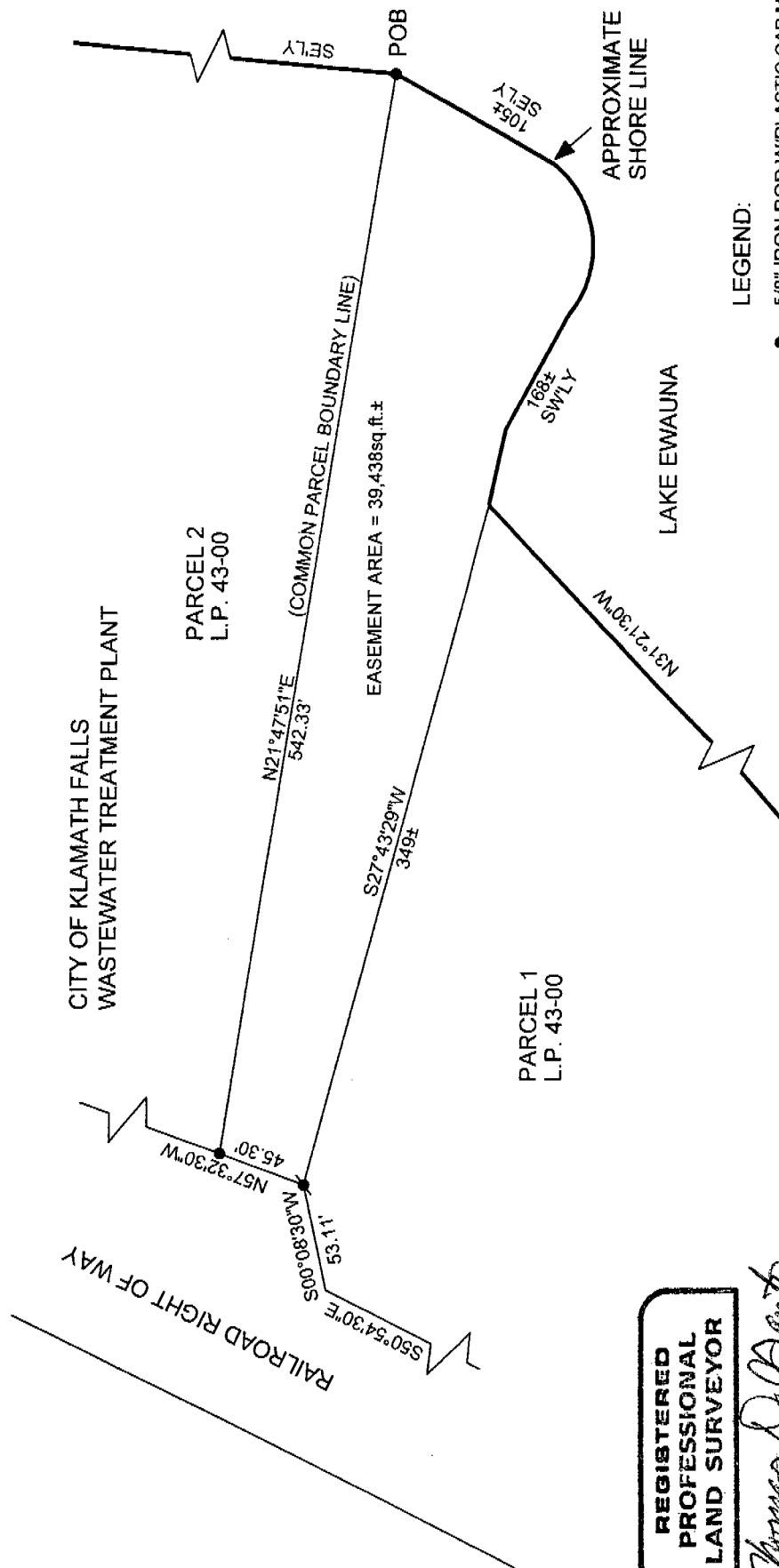
**OREGON  
JANUARY 15, 1987  
THOMAS DEL SANTO  
2250**



N.T.S.

# EXHIBIT MAP FOR LAKE EWAUNA TRAIL & PEDESTRIAN BRIDGE CONSTRUCTION/ MAINTENANCE/ACCESS EASEMENT

LOCATED ON PARCEL 1 OF L.P. 43-00 IN SE $\frac{1}{4}$  SEC. 32 AND SW $\frac{1}{4}$  SEC. 33, T38S, R9E, WM, KLAMATH COUNTY, OR.



## LEGEND:

- 5/8" IRON ROD W/PLASTIC CAP MARKED "ADKINS CONSULT ENGRS INC"
- ✱ RAILROAD SPIKE MARKED "LS 2872"

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Thomas Del Santo*

OREGON  
JANUARY 15, 1987  
THOMAS DEL SANTO  
2250