

2013-008145

Klamath County, Oregon



00139380201300081450060060

07/17/2013 03:43:41 PM

Fee: \$62.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

Bryan Stuart Trust  
3610 Small Ct.  
Klamath Falls, OR 97603

**GRANTEE:**

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

**EASEMENT FOR PEDESTRIAN ACCESS AND SIDEWALK AND EASEMENT FOR PUBLIC UTILITIES**

**Bryan Stuart Trust**, 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 public utilities and public use of the pedestrian access and sidewalk off of Washburn Way and all necessary appurtenances in, into, upon, over, across and under a two (2) 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 \$600.00. 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 on Exhibit B (the "**Property**"):
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said pedestrian access and sidewalk or cause damage to it. Grantor retains the right to utilize the Easement Area for landscaping, except for trees that in Grantee's judgment would interfere with the already existing landscaping and pedestrian access and sidewalk. 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 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.
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 and the Public's use and enjoyment of this Easement and the perpetual right of Grantee and the Public to enter upon the Property at any necessary time.
6. **Easement Use and Maintenance of the Property.** Grantor agrees to use due care in any use of the Easement Area and in the construction, installation, repair, replacement and maintenance of the Easement Area as provided for herein so as not to unreasonably disturb Grantee's use of its property. Grantor agrees to maintain the Easement Area, as to the condition at the time of execution of this Easement, including, but not limited to, the replacement of any sod, landscaping, paving or other improvements that existed within the Easement Area.

7. **Public Utility Easement.** Utilities shall have the right to install, maintain, replace, and operate their equipment and all other related facilities above and below ground within the Public Utility Easements identified in this document as may be necessary or desirable in providing utility services within the land identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all obstructions at the owner's expense, or the utility may remove such obstructions at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

8. 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 8<sup>th</sup> day of July, 2013.

GRANTEE:  
CITY OF KLAMATH FALLS

By: [Signature]  
Nathan Cherpeski, City Manager

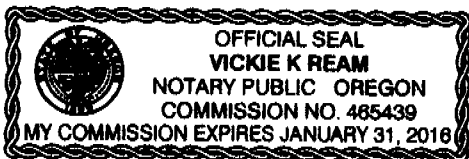
Attest: [Signature]  
Elisa D. Olson, City Recorder

GRANTOR:  
Bryan Stuart Trustee for Bryan Stuart Trust

By: [Signature]  
Name/Title: President

STATE OF OR )  
 ) ss.  
County of Klamath )

On July 1, 2013, personally appeared Bryan Stuart, who, being first duly sworn, did acknowledge that he is Bryan Stuart Trustee for Bryan Stuart Trust, that he is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

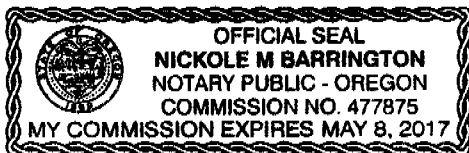


WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 1/31/2016

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On the 8<sup>th</sup> day of July, 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.

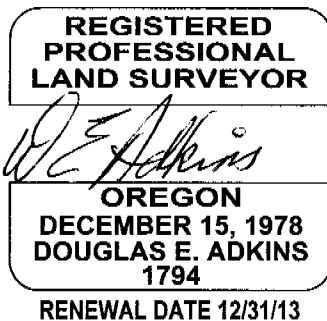
[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 5-8-2017

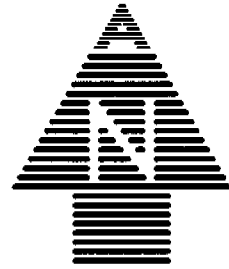
**A strip of land 2.00 feet in width situated in the SE1/4 of the SE1/4 of Section 33,  
Township 38 South, Range 9 East of the Willamette Meridian, Klamath County,  
Oregon, being more particularly described as follows:**

The easterly 2.00 feet of Lot 28, Block 309, Darrow Addition, containing 240 square feet, more or less.

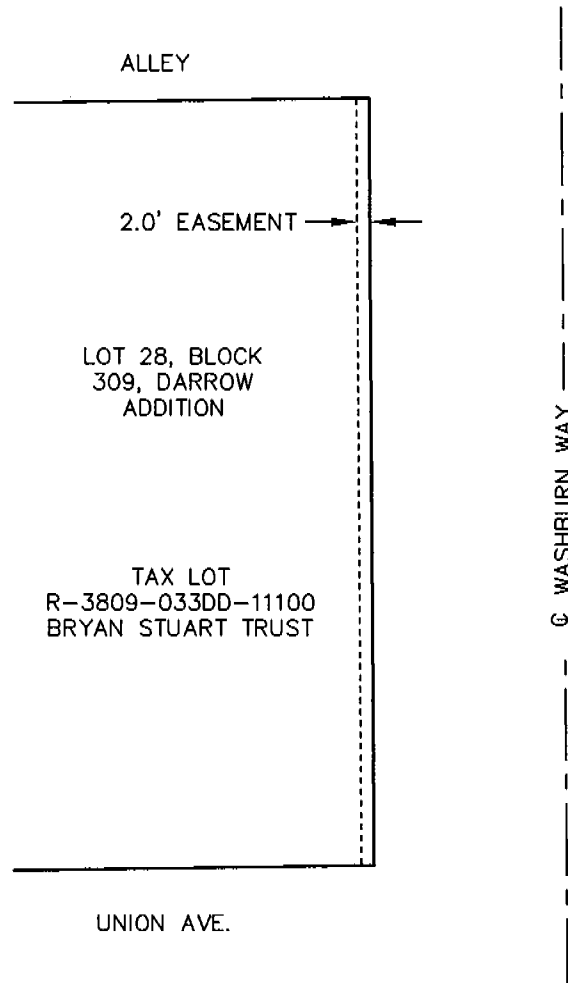
1000-1301

January 22, 2013





SCALE: 1" = 30'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*D E Adkins*

OREGON  
DECEMBER 15, 1978  
DOUGLAS E. ADKINS  
1794

RENEWAL DATE 12/31/13

**ADKINS**



CONSULTING  
ENGINEERING, LLC

Engineers ▲ Planners ▲ Surveyors

2950 Shasta Way · Klamath Falls, Oregon 97603 · (541) 884-4666 · FAX (541) 884-5335

Oregon · California

1/22/2013

1000-1301

EASEMENT EXHIBIT MAP

02 APR 17 PM 3:51

Vol M02 Page 22792

RETURN TO: Brandsness, Brandsness & Rudd, P.C. 411 Pine Street Klamath Falls, OR 97601	MAIL TAX STATEMENTS: Bryan Stuart, Trustee Bryan Stuart Trust 3610 Small Court Klamath Falls, OR 97603
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State of Oregon, County of Klamath  
Recorded 04/17/2002 3:51 p.m.  
Vol M02, Pg 22792-93  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

-BARGAIN AND SALE DEED-

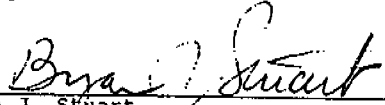
Bryan J. Stuart, Grantor, conveys to Bryan Stuart, Trustee of the Bryan Stuart Trust, Grantee, the following described real property situated in the County of Klamath, State of Oregon, to-wit:

SEE ATTACHED EXHIBIT "A"

The true and actual consideration for this transfer is an estate plan.

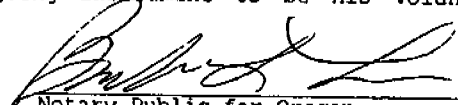
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

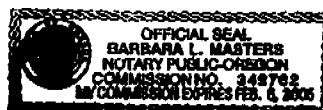
DATED this 12 day of April 2002.

  
Bryan J. Stuart

STATE OF OREGON                     )  
County of Klamath                ) ss. April 12, 2002.

Personally appeared the above-named Bryan J. Stuart and acknowledged the foregoing instrument to be his voluntary act. Before me:

  
Notary Public for Oregon  
My Commission expires: 5-6-05



## EXHIBIT "A"

## PARCEL 1:

Lot 28 and the Easterly 20 feet of Lot 27, Block 309, DARROW ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon. Code 1 Map 3809-33DD, Tax Lot 11100.

## PARCEL 2:

Lots 8 and 9 in Block 3, TRACT 1145, NOB HILL, a Resubdivision of portions of Nob Hill, Irvington Heights, Mountain View Addition and Eldorado Heights, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Klamath County Tax Account #3809-020DA-02800 and #3809-020DA-02900.

## PARCEL 3:

Lot 13 in Block 1, TRACT 1182, GREEN KNOLL ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Tax Account No. 3809-022CC-00500.

## PARCEL 4:

The East ½ of Lot 1, Block 32, HILLSIDE ADDITION, to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

## PARCEL 5:

A tract of land situated in the SE¼NW¼ of Section 9, Township 39, South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point which is North 00°06'00" East 491.28 feet and South 89°08'00" East (South 89°18' East by Deed Volume M76, page 4147, as recorded in Klamath County Deed Records) 250.00 feet from the CW 1/16 corner (Southwest corner of said SE¼NW¼) of said Section 9; thence North 00°52'00" East 200.95 feet; thence South 89°13'00" East 242.79 feet to a curve to the left (radius point bears South 58°00'38" East 230.00 feet); thence along the arc of said curve (central angle is 31°07'22") 122.22 feet; thence South 00°52'00" West 85.00 feet; thence North 89°08'00" West 210.40 feet to the point of beginning.