



00139384201300081480050053

07/17/2013 03:44:52 PM

Fee: \$57.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

Klamath Land and Development, LLC  
16161 Roscoe Blvd. STE 205  
PO Box 167928  
North Hills, CA 91343

**GRANTEE:**

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

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

**Klamath Land and Development, 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 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 three (3) 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 \$1,170.00. 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 10<sup>th</sup> day of JUNE, 2013.

GRANTEE:  
CITY OF KLAMATH FALLS

By: [Signature]  
Nathan Cherpeski, City Manager

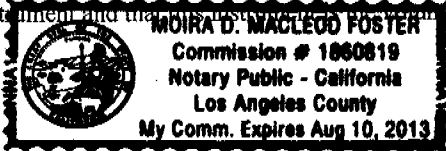
Attest: [Signature]  
Elisa D. Olson, City Recorder

GRANTOR:  
Klamath Land and Development, LLC

By: [Signature]  
Name/Title: OREN LAVIE / OWNER

STATE OF CALIFORNIA  
County of LOS ANGELES ss.

On JUNE 10, 2013, personally appeared OREN LAVIE, who, being first duly sworn, did acknowledge that he/she is the OWNER of Klamath Land and Development, LLC, that the foregoing instrument was signed on behalf of Klamath Land and Development, LLC, that he/she is authorized to execute this instrument and that this instrument is his/her voluntary act and deed of that entity.

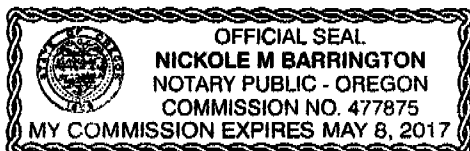


WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for CALIFORNIA  
My Commission Expires: 8-10-2013

STATE OF OREGON )  
County of Klamath ) ss.

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.



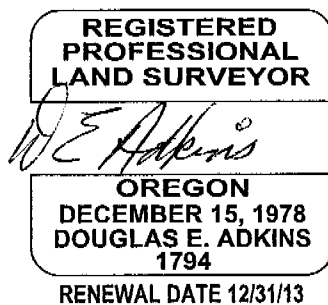
WITNESS my hand and official seal.

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

**A strip of land 3.00 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 3.00 feet of Lots 1 and 32, Block 310, Darrow Addition, and the easterly 3.00 feet of  
the vacated 20-foot wide alley between said lots in said block of Darrow Addition, containing 570  
square feet, more or less.

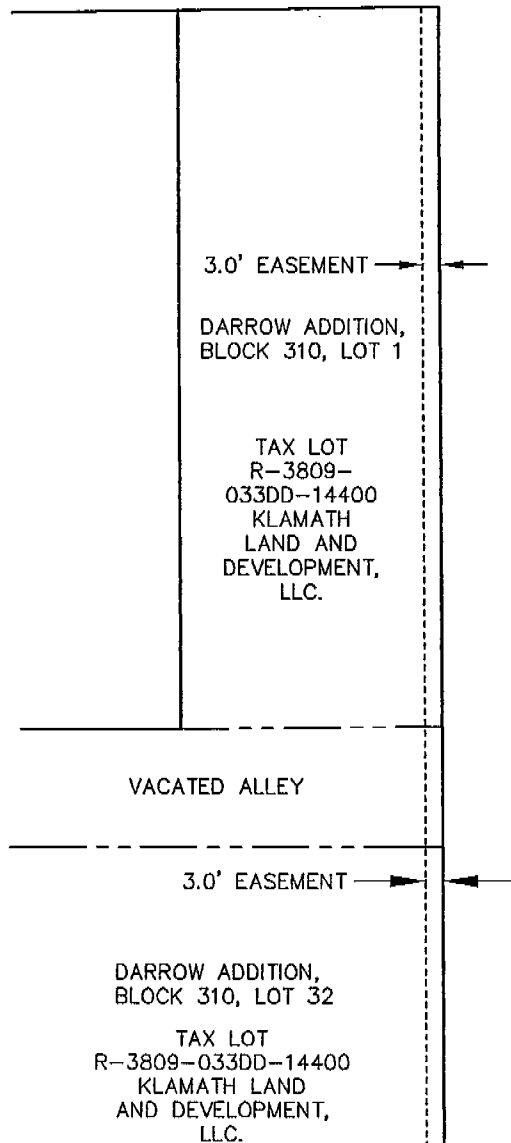
1000-1301  
January 22, 2013



UNION AVENUE



SCALE: 1" = 30'



WASHBURN WAY

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



THIS SPACE RESE

2007-002999  
Klamath County, Oregon

00015646200700029990010012

02/21/2007 03:31:04 PM

Fee: \$21.00

MTCT78069-KR

After recording return to:  
Klamath Land & Development, LLC, an Oregon  
Limited Liability Company  
16161 Roscoe Blvd., Suite 205  
North Hills, CA 91343

Until a change is requested all  
tax statements shall be sent to  
The following address:

Klamath Land & Development, LLC, an Oregon  
Limited Liability Company  
16161 Roscoe Blvd., Suite 205  
North Hills, CA 91343

Escrow No. MT78069-KR  
Title No. 0078069

SWD

### STATUTORY WARRANTY DEED

James A. Winter and KumHui Winter, as tenants by the entirety, Grantor(s) hereby convey and warrant to Klamath Land & Development, LLC, an Oregon Limited Liability Company, Grantee(s) the following described real property in the County of Klamath and State of Oregon free of encumbrances except as specifically set forth herein:

Lots 1, 2, 3 and 32, Block 310, DARROW 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, and that portion of vacated alley in Block 310, DARROW ADDITION, lying between Lots 1, 2 and 3 on one side and Lot 32 on the other side thereof.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

The true and actual consideration for this conveyance is \$1,050,000.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

Dated this 17<sup>th</sup> day of February, 2007

James A. Winter

KumHui Winter

State of Oregon  
County of KLAMATH

This instrument was acknowledged before me on Feb. 17, 2007 by James A. Winter and KumHui Winter.



(Notary Public for Oregon)

My commission expires 11/16/2007