



00139386201300081500070071

07/17/2013 03:46:00 PM

Fee: \$67.00

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601

**GRANTOR:**

School District #1  
475 South Alameda  
Klamath Falls, OR 97601

**GRANTEE:**

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

**EASEMENT FOR PEDESTRIAN ACCESS AND SIDEWALK**

School District #1, 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 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 \$0.00. 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"); other easement areas lie within the real property owned by Grantor, however; none of the said easements interfere or encroach upon the easement described in this document.
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. 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

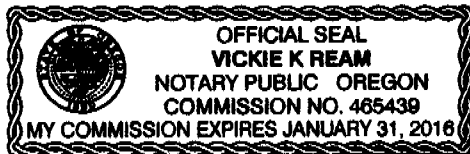
Attest: [Signature]  
Elisa D. Olson, City Recorder

GRANTOR:  
School District #1

By: [Signature]  
Name/Title: Paul Hillyer, Superintendent

STATE OF Oregon )  
 ) ss.  
County of Klamath )

On July 1, 2013, personally appeared Paul Hillyer, who, being first duly sworn, did acknowledge that he/she is the Superintendent of School District # 1, that the foregoing instrument was signed on behalf of School District # 1, that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

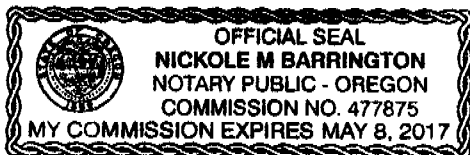


WITNESS my hand and official seal.

[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 1/31/16

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.

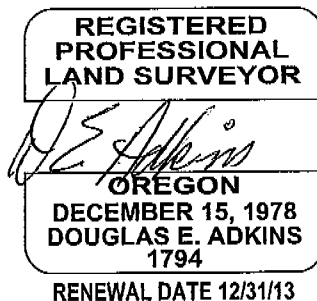
[Signature]  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 5-8-2017

**Public Pedestrian Access Easement**

**A parcel of land situated in the SW1/4 of the SW1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:**

Beginning at the northeast corner of Parcel 1, LP 19-08; thence South 00° 37' 09" West along the east line of said Parcel 1, 19.92 feet; thence North 45° 22' 21" West 28.42 feet to the north line of said Parcel 1; thence South 89° 52' 30" East along said north line 20.44 feet to the point of beginning, containing 204 square feet, more or less.

1000-1301  
April 10, 2013



☉ EBERLEIN AVENUE



SCALE: 1" = 10'

NORTHEAST CORNER  
OF PARCEL 1, LP  
19-08

20.44

S89°52'30"E

28.42  
N45°22'21"W

19.92

S00°37'09"W

EASEMENT

TAX LOT R-3809-03400-00100  
KLAMATH COUNTY SCHOOL DISTRICT # 1

PARCEL 1, LP 19-08

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*DE 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

April 10, 2013

1000-1301

PUBLIC PEDESTRIAN  
ACCESS EASEMENT  
EXHIBIT MAP

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KNOW ALL MEN BY THESE PRESENTS, that I, ALFRED B. COLLIER, of Klamath County, Oregon, do hereby certify that the following described parcel of real property, situated in the County of Klamath, State of Oregon, to-wit:

All of Enterprise Tract No. 37, excepting the South 1/4 (1/4) thereof, heretofore conveyed to Fred Hiteckman by deed dated February 5, 1911, and recorded at page 60 of Book 104, Deed Records of Klamath County, Oregon, said Enterprise Tract No. 37, being shown on the plat of Enterprise Tract as filed and recorded in the office of the County Clerk of Klamath County, Oregon.

Also all the portions of Enterprise Tract No. 37, including South 1/4 of the Southern boundary of said Enterprise Tract, heretofore described in that certain deed made and delivered by the Enterprise Land and Investment Company to Klamath County, Oregon, dated September 10, 1915, and recorded in Book 105, at page 108, Deed Records of Klamath County, Oregon.

The above described lands are subject to the right of way of 20 feet in width, as shown on the plat of Enterprise Tract and Investment Company, Klamath County, Oregon, recorded in Book 105, at page 108, of Klamath County Deed Records, (2) the right of way of that certain heretofore dedicated road lying along the Eastern line of Enterprise Tract No. 37, as shown on the plat of Enterprise Tract, a right of way along the Eastern line of said Enterprise Tract, 20 feet right of way along the Eastern line of said Enterprise Tract, granted to Klamath County, Oregon, by Alfred B. Collier, Trustee, by deed recorded in Volume 229, at page 353, of Deed Records of Klamath County, Oregon.

From the above described premises there is reserved to the Enterprise Land and Investment Company, its successors and assigns, and Alfred B. Collier, Trustee, his successors and assigns, the right to convey water through those portions of Enterprise Tract No. 37 and Enterprise Tract No. 38, hereby conveyed by means of the underground tile system now located and operated thereon, together with the right to enter upon said land, and make necessary repairs thereto.

There is also reserved to said School District No. 1, of Klamath County, Oregon, that certain easement across Enterprise Tract No. 37, granted to said School District No. 1 by deed from Swan Lake Building Company, an Oregon corporation, dated April 22, 1938, and recorded in Book 115, at page 340, of Klamath County Deed Records.

There is also reserved to Alfred B. Collier, Trustee, and to his successors, grantees and assigns, those rights and privileges heretofore reserved from the additional right of way granted to Klamath County, Oregon, in deed heretofore mentioned and recorded in Volume 229, at page 353 thereof, of Klamath County Deed Records.

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TO HAVE AND TO HOLD THE SAME to the said School District No. 1, of Elsworth County, Oregon, its successors and assigns forever. And the said Alfred D. Bellinger, Trustee, does covenant with the said School District No. 1, of Elsworth County, Oregon, its successors and assigns forever, that said Alfred D. Bellinger, Trustee, is lawfully seized in fee simple of the above granted premises; that the above granted premises are free from all liens, mortgages, encumbrances and hypothecations and forthwith accept 1951-1952 taxes payable in November, 1951, and accepting existing contracts with the Elsworth Irrigation District and the United States, and accepting further future charges and assessments falling due under said contracts, which obligations, future charges and assessments the grantee herein assumes, and that he will, and his heirs, successors, grantees and assigns shall warrant and defend the same to the said School District No. 1, of Elsworth County, Oregon, its successors and assigns forever, against the lawful claims and demands of all persons whatsoever except as hereinbefore set forth.



FRAGT CO.

