

2019-009125

Klamath County, Oregon

**AFTER RECORDING RETURN TO:**

City Recorder  
500 Klamath Avenue  
Klamath Falls, OR 97601



00245177201900091250040044

08/12/2019 01:57:41 PM

Fee: \$97.00

**GRANTOR:**

Parrish Real Estate, LLC  
an Oregon Limited Liability Company  
1901 South 6<sup>th</sup> Street  
Klamath Falls, OR 97601

**GRANTEE:**

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

**EASEMENT FOR MUNICIPAL SIGN FOUNDATION**

**PARRISH REAL ESTATE, LLC, an Oregon Limited Liability Company** (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 installing, inspecting, repairing, maintaining, altering and operating Grantee's municipal sign foundation and all necessary appurtenances in, into, upon, over, across and under a 10 foot long by 5 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 receipt of which is hereby acknowledged by Grantee. The actual consideration for this transfer consists of or includes other property or value given which is part of / the whole consideration. Klamath Works Campus, LLC 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 as follows (the "**Property**"): Parcel 2 of Land Partition 34-02.
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said municipal sign foundation or cause damage to it. Grantor retains the right to utilize the portion of the Easement Area not encumbered by the sign foundation for driveways or parking area (reinforced Portland cement concrete is prohibited) and/or landscaping, except for trees that in Grantee's judgment would interfere with the sign foundation. 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 attorney 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 use and enjoyment of this Easement and the perpetual right of 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 activities/business.

6. **Easement Use and Restoration of Property.** Grantee agrees to use due care in any use of the Easement Area and in the construction, installation, repair, replacement and maintenance of either Grantee's improvements or the Easement Area as provided for herein so as not to unreasonably disturb Grantor's use of its property. Grantee agrees to return the Easement Area to its condition which existed prior to the installation of any of its improvements in the Easement Area, including, but not limited to, the replacement of any sod, landscaping, paving or other improvements that existed within the Easement Area prior to such installation.

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 9<sup>th</sup> day of August, 2019.

**GRANTEE:**

**CITY OF KLAMATH FALLS**

By: \_\_\_\_\_

Nathan Cherpeski, City Manager

Attest: \_\_\_\_\_

Nickole Barrington, City Recorder

**GRANTOR:**

**PARRISH REAL ESTATE, LLC**

By: \_\_\_\_\_

Name/Title: Megan L Parrish  
owner Megan Parrish

STATE OF OREGON )

) ss.

County of Klamath )

On August 9, 2019, personally appeared Megan L. Parrish, who, being first duly sworn, did acknowledge that she is the authorized representative of Parrish Real Estate, LLC, an Oregon Limited Liability Company, that the foregoing instrument was signed on behalf of stated entity, that she is authorized to execute this instrument and that this instrument is the voluntary act and deed of stated entity.



WITNESS my hand and official seal.

Nickole Marie Barrington  
SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon

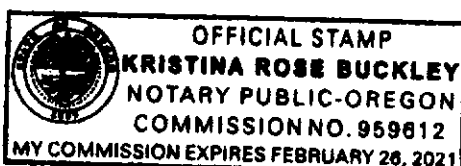
My Commission Expires: 6-5-2021

STATE OF OREGON )

) ss.

County of Klamath )

On the 9<sup>th</sup> day of August, 2019, personally appeared Nathan Cherpeski and Nickole Barrington, 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.

Kristina Rose Buckley  
SIGNATURE OF NOTARY PUBLIC

Notary Public for Oregon

My Commission Expires: 02-28-2021

JOHN HEATON P.L.S.

**TRU SURVEYING LINE**  
2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691

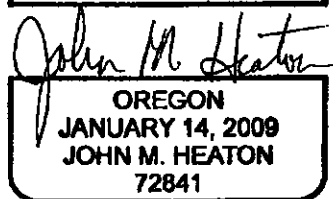
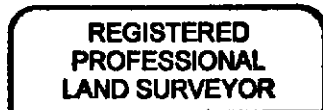


MAY 1, 2019

LEGAL DESCRIPTION OF SIGN FOUNDATION EASEMENT

A SIGN FOUNDATION EASEMENT BEING A PORTION OF PARCEL 2 OF "LAND PARTITION 34-02", SITUATED IN THE SE1/4 SW1/4 OF SECTION 33, T38S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL 2, FROM WHICH THE SOUTHWEST CORNER OF SAID PARCEL 2 BEARS N55°54'35"W 57.66 FEET; THENCE S55°54'35"E, ALONG THE SAID SOUTHWESTERLY LINE, 10.00 FEET; THENCE, LEAVING SAID SOUTHWESTERLY LINE, N34°05'25"E 5.00 FEET; THENCE N55°54'35"W 10.00 FEET; THENCE S34°05'25"W 5.00 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE PLAT OF SAID "LAND PARTITION 34-02" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.

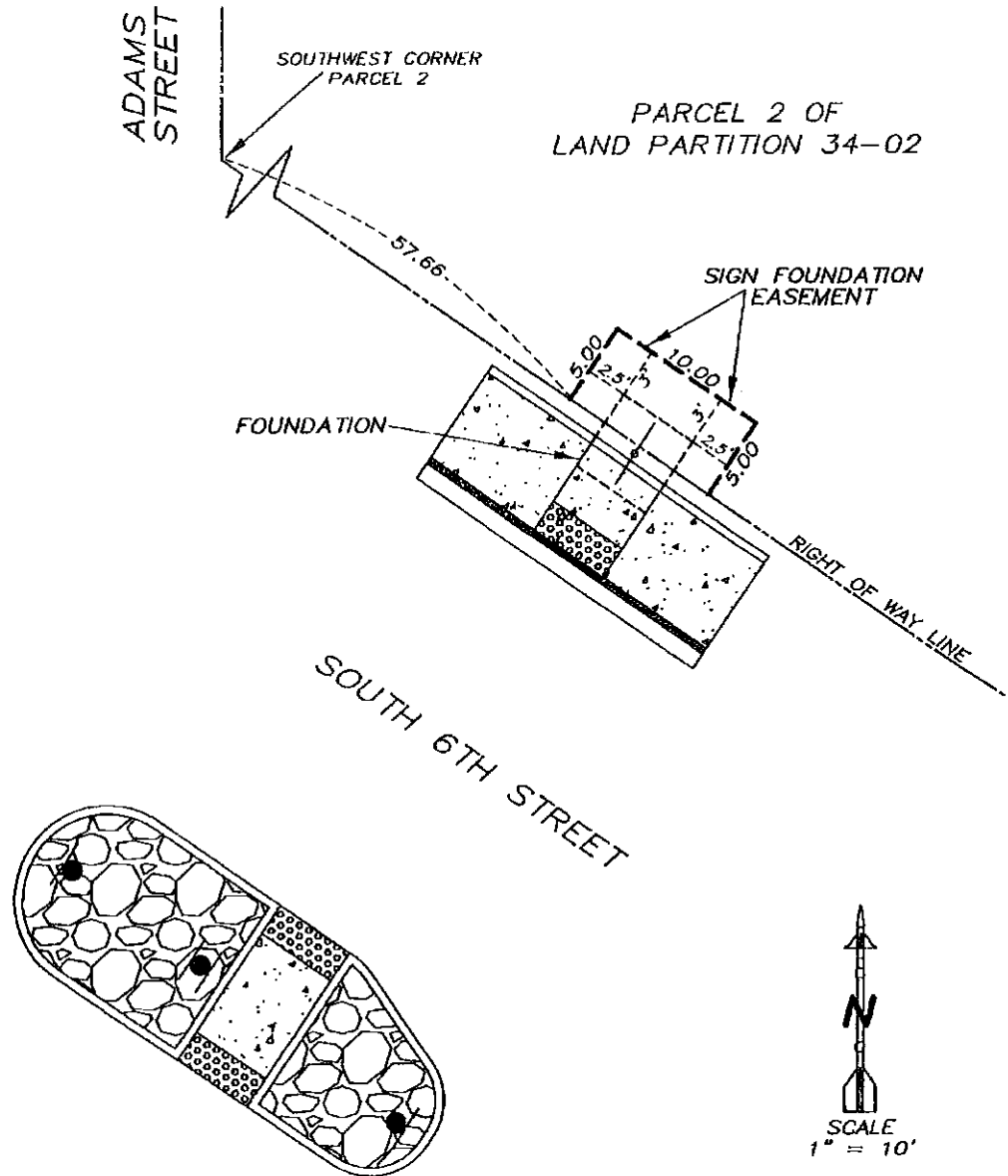


OREGON  
JANUARY 14, 2009  
JOHN M. HEATON  
72841  
RENEWAL DATE 6/30/19

*John M. Heaton*  
JOHN M. HEATON P.L.S. 72841

# EXHIBIT MAP

FOR SIGN FOUNDATION EASEMENT TO THE CITY OF KLAMATH FALLS,  
BEING A PORTION OF PARCEL 2 OF "LAND PARTITION 34-02",  
SITUATED IN THE SE1/4 SW1/4 OF SECTION 33,  
T38S, R9EWM, KLAMATH COUNTY, OREGON  
MAY 1, 2019



**TRU SURVEYING LINE**  
2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603