

**AFTER RECORDING RETURN TO:**

Klamath County Public Works  
305 Main Street  
Klamath Falls, OR 97601

**2022-006906**

Klamath County, Oregon



00301154202200069060050059

06/01/2022 03:42:31 PM

Fee: \$102.00

**GRANTOR:**

Shasta Way Christian Church  
5835 Shasta Way  
Klamath Falls, OR 97603

**GRANTEE:**

Klamath County  
305 Main Street  
Klamath Falls, OR 97601

**SLOPE EASEMENT**

Shasta Way Christian Church, an Oregon Corporation, hereinafter called GRANTOR, does hereby grant unto the County of Klamath, a political subdivision of the State of Oregon and Grantee, hereinafter called the "COUNTY", a permanent slope easement to construct, maintain, repair and have free access to all slopes of cuts or fills, occasioned by or resulting from the construction, operation or maintenance of Shasta Way and appurtenances on and over the following described real property situated in Klamath County, Oregon:

- See attached Exhibit 'A' Legal Description and;
- See attached "Exhibit 'B' Map

All attached hereto and by this reference incorporated herein.

The true consideration of this conveyance is for **\$00.00 (zero dollars and zero cents)**, which is hereby acknowledged by GRANTOR.

GRANTOR recognizes that 1) Nothing contained in the easement over and across that parcel described in Exhibit 'A' herein granted shall be construed to convey fee title to the land used for slope purposes, nor prevent GRANTOR from the full use and dominion thereover, provided however, that such use shall not be permitted to damage or destroy slopes or lateral support to said public way. 2) It is understood that COUNTY shall never be required to remove the dirt or other materials used for the construction of said slopes nor shall COUNTY be subject to any damages to GRANTOR, their heirs and assigns, by reason thereof or by reason of change of grade of the street or roadway abutting on said property. 3) no excavations shall occur within the easement without expressed written consent from the COUNTY, 4) no permanent structures shall be erected within the limits of the easement, and 4) no rights shall be granted to another party by GRANTOR, their heirs and assigns, on, over, or under, the established easement which, in COUNTY'S opinion, may conflict with the COUNTY'S rights described herein.

GRANTOR shall indemnify, defend and hold the COUNTY, its heirs, representations, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons (including death) which may be claimed to have arisen out of any damage, accident, injury or other similar occurrences in the Easement due to GRANTOR negligence or misconduct; or the use, maintenance or repair of the easement by GRANTOR, its guests, invitees, agents, or contractors. It is expressly understood and agreed that, notwithstanding anything in this agreement to the contrary, the liability of COUNTY hereunder, to the extent any exist, shall be limited solely and exclusively to the interest of the COUNTY in and to the COUNTY easement and neither COUNTY, nor any of its heirs, representatives, successors, employees, affiliates or agents, shall have any personal liability for any claim arising hereunder and GRANTOR hereby expressly waives and releases COUNTY and such heirs, representatives, successors, employees, affiliates and agents from any and all personal liability.


Furthermore, the GRANTOR warrants that 1) GRANTOR has marketable title to the property, 2) the COUNTY may peaceably enjoy the rights and benefits of this easement, 3) there are no other interests in the property which conflict with the COUNTY'S intended use of this easement, 4) the property is free of encumbrances except those of which GRANTOR has notified the COUNTY, and 5) GRANTOR has the unrestricted right to convey the property without additional consent or permission.



Dated this 11<sup>th</sup> day of May, 2022.

By signing below, the signee represents and warrants that he is authorized to execute this easement on behalf of Shasta Way Christian Church.

**GRANTOR:**

Signed: 

By: Michael Lund,

As: Chairman

For: Shasta Way Christian Church

STATE OF OREGON )

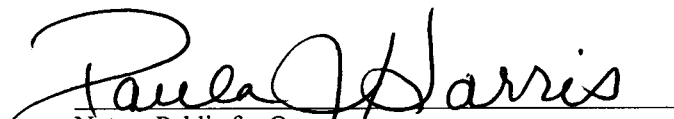
County of Klamath )

)ss.

This instrument was acknowledged before me on this 11<sup>th</sup> day of May, 2022 by

Michael E Lund.



  
Notary Public for Oregon  
My commission expires: Dec 13, 2024

**Approved as to Form**

\_\_\_\_\_  
County Counsel

**Accepted on behalf of Klamath County by the Klamath County Board of Commissioners**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT 'A'

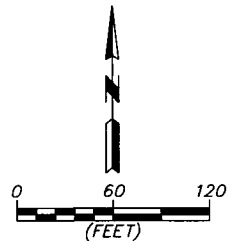
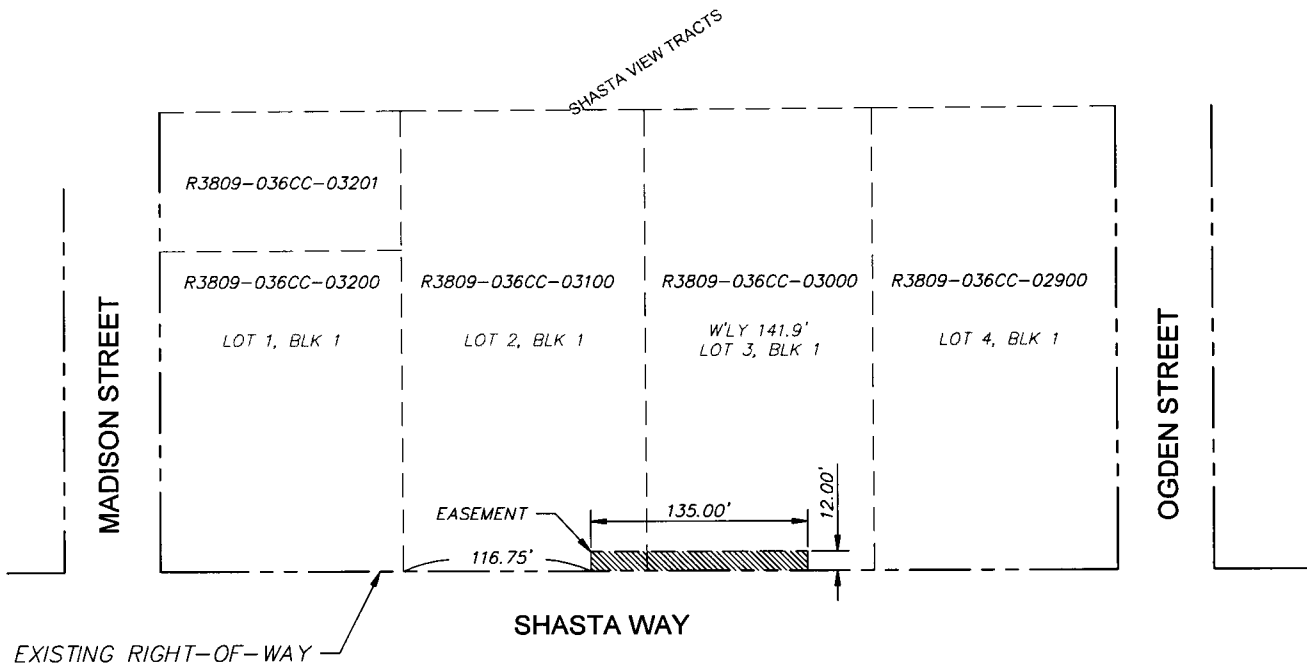
SLOPE EASEMENT

That portion of Lot 2 and the westerly 141.9 feet of Lot 3 in Block 1 of Shasta View Tracts all situated in the SW ¼, SW ¼, Section 36, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County Oregon, and being more particularly described as follows:

Commencing at the southwest corner of Lot 2 Block 1 in Shasta View Tracts thence along the north right of way of Shasta Way N89°47'E, 116.75' to the point of beginning; thence leaving said right of way N00°13'W, 12.00' to a point; thence parallel with the north right of way of Shasta Way N89°47'E, 135.00 to a point; thence S00°13'E, 12.00' to a point on the north right of way of Shasta Way; thence along said right of way S89°47'W, 135.00' to the point of beginning containing 1620 square feet more or less. Bearings and distances are based on Shasta View Tracts according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.



EXPIRES: 06-30-21



**PROJECT: SHASTA WAY ADA IMPROVEMENTS**

**TITLE: 5835 SHASTA WAY SLOPE EASEMENT - EXHIBIT 'B'**

0 1/2"  
THIS LINE IS 1/2 INCH AT FULL  
SCALE. VERIFY AND ADJUST  
SCALE AS NEEDED

REVISION NO.  
1  
DATE  
4/21/22

SKETCH  
EX-A  
REF. DWG  
N/A