

2024-003364

Klamath County, Oregon



00327834202400033640050055

05/01/2024 02:55:10 PM

Fee: \$102.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Curt Baney, Inc.
475 NE Bellevue Ave. Suite 210
Bend, OR 97701

GRANTEE:

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

EASEMENT FOR STREETLIGHT CONDUIT / JUNCTION BOXES

Curt Baney, Inc., 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 streetlights and all necessary appurtenances in, into, upon, over, across and under a five (5) foot wide strip of land legally described and depicted on EXHIBIT A, attached hereto and incorporated herein (the "**Easement Area**").

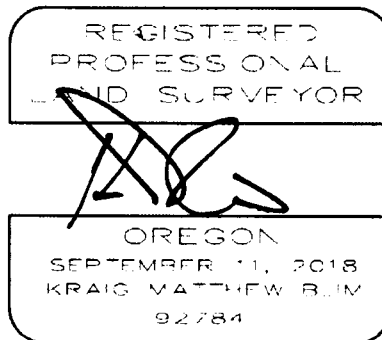
Additional terms of the Easement are as follows:

1. Grantee has paid to Grantor the sum of \$0.00, the receipt of which is hereby acknowledged by Grantor. The actual consideration for this transfer consists of or includes other property or value given which is part of / the whole consideration. Grantor 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 19-12. See EXHIBIT B.
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said streetlight conduit / junction boxes or cause damage to them. Grantor retains the right to utilize the Easement Area for pedestrian walkways, 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 streetlight conduit. 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. 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

EXHIBIT A

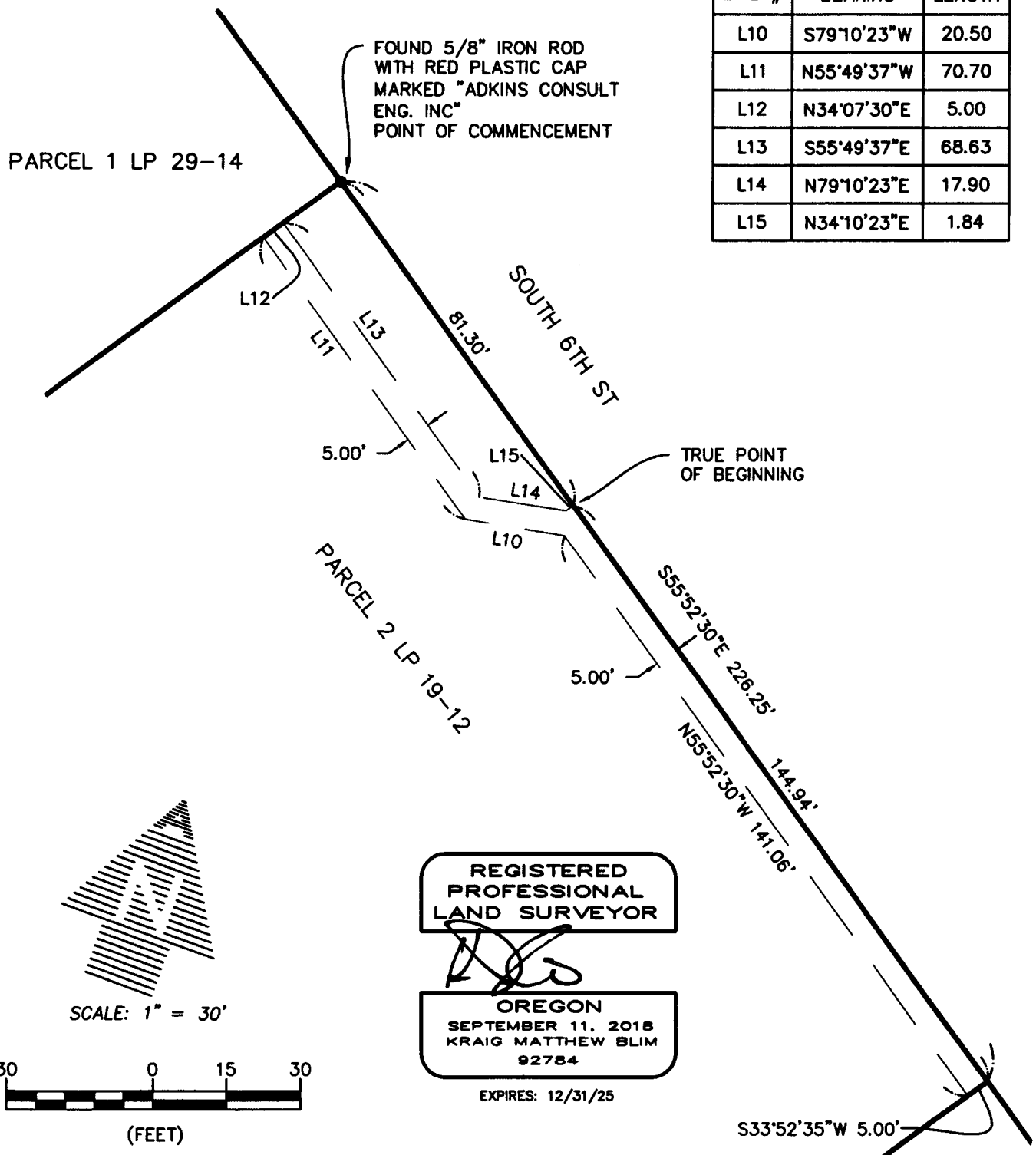
AN AREA OF LAND IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 2 OF LAND PARTITION 19-12 BEING MARKED WITH A 5/8" IRON ROD WITH RED PLASTIC CAP MARKED 'ADKINS CONSULT ENG INC.'; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SOUTH 6TH ST. SOUTH 55°52'30" EAST, 81.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 55°52'30" EAST, 144.94 FEET; THENCE LEAVING SAID RIGHT-OF-WAY AND LONG THE EAST LINE OF SAID PARCEL 2 SOUTH 33°52'35" WEST, 5.00 FEET; THENCE LEAVING SAID EAST LINE, NORTH 55°52'30" WEST, 141.06 FEET; THENCE SOUTH 79°10'23" EAST, 20.50 FEET; THENCE NORTH 55°49'37" WEST, 70.70 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE ALONG SAID WEST LINE, NORTH 34°07'30" EAST, 5.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 55°49'37" EAST, 68.63 FEET; THENCE NORTH 79°10'23" EAST, 17.90 FEET; THENCE NORTH 34°10'23" EAST, 1.84 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SOUTH 6TH ST AND THE POINT OF BEGINNING.



EXPIRES 12/31/25

LINE DATA		
LINE #	BEARING	LENGTH
L10	S79°10'23"W	20.50
L11	N55°49'37"W	70.70
L12	N34°07'30"E	5.00
L13	S55°49'37"E	68.63
L14	N79°10'23"E	17.90
L15	N34°10'23"E	1.84



ALADKINS
ENGINEERING & SURVEYING
1435 ESPLANADE AVENUE
KLAMATH FALLS, OR 97601
o / 541.884.4666
w / AdkinsEngineering.com
ENGINEERING • PLANNING • SURVEYING

**STREET LIGHT CONDUIT
JUNCTION BOX EASEMENT
NW 1/4 OF SECTION 3
TWP 39S, R9E, W.M.**

DECLARATION

SURVEYOR'S CERTIFICATE

NARRATIVE

DISTRICT CERTIFICATES

MANAGER _____

DATE _____

1. S. R. STICKLAND, MANAGER OF THE KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, HEREBY CERTIFY THAT LAND PARCELS 1B-12 IS INCLUDED WITHIN THE DISTRICT FOR PURPOSES OF RECEIVING SERVICES AND BEING SUBJECT TO THE FEES AND OTHER CHARGES OF THE DISTRICT.

S. R. STROGDAND

DATE 3/13/2013

DATE 3/13/2013

ADKINS

**CONSULTING
ENGINEER**

ENGINEERING, LLC Engineers ▲ Planners ▲ Surveyors
2000 Shattuck Way • Kenneth Park, Oregon 97033 • (541) 864-4000 • FAX (541) 864-6330
Oregon • California
FEBRUARY, 2013 PUBL. LP 18-12 3084-02

20-1806

DETAILS

APPROVALS

I HEREBY CERTIFY THAT ALL TAXES, INTEREST, PENALTIES, ASSESSMENTS, FEES OR OTHER CHARGES REQUIRED BY O.R.S. 82.006 HAVE BEEN PAID.

DATE 3/11/13

INFLUENCE OF CONCENTRATION ON THE RATE OF REACTION

Acting Kalamath County Planning Director

APPROVED BY: Mick Mada 3/15/2013
 KILBAIN COUNTY SURVEYOR
 DATE

FILED FOR RECORD THIS 18 DAY OF March, 2013

FILED FOR RECORD THIS 18 DAY OF March, 2013.
 COUNTY CLERK Debra Smith BY DEPUTY Sharon Carter

BY DEPUTY

SCALE: 1" = 60'

EASEMENT TABLE

1 NO MORE GAS LINE EASEMENT PER
VOL. M78, PAGE 19878

5 WIDE WATER LINE EASEMENT PER
VOL. 202, PAGE 28

④ 30' WIDE ACCESS EASEMENT
CENTERED ON THE PARCEL LINE PER

**CD CONTINUANCE OF 25' EASEMENT FOR
INCREASE FOREST AND LITERARY ACT**

10' WIDE EASEMENT FOR SEWER LINE

7 30' WIDE EASEMENT FOR INGRESS

UNES, BY THIS PLAT

more children for drinking
SOUTH SUBURBAN SANITARY DISTRICT
SEWER LINES BY THIS PLAN.

LEGEND

- SET 5/8" X 30" IRON ROD WITH RED PLASTIC CAP MARKED ADIRCONCONSULT ENG LLC

- FD. 5/8" IRON ROD W/CAP PER C.S. 6148

- FD. 5/8" IRON ROD W/CAP PER C.S. 7840

☐ RECORD DATA PER C.S. 6140

--- DISTING EASEMENT AS NOTED