

2024-003365

Klamath County, Oregon

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601



00327835202400033650050051

05/01/2024 02:55:35 PM

Fee: \$102.00

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

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. **Consideration.** 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 1 of Land Partition 29-14. 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.** 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 25th day of April, 2024.
Pursuant to ORS 93.808, Grantee hereby accepts this conveyance.

GRANTEE:
CITY OF KLAMATH FALLS

By: Jonathan Teichert
Jonathan Teichert, City Manager

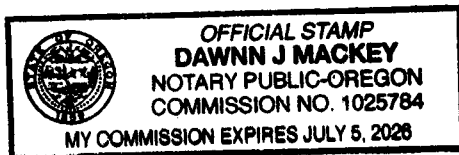
GRANTOR:

By: Curtis Baney
Curtis Baney, President

Attest: Nickole Barrington
Nickole Barrington, City Recorder

STATE OF OREGON)
County of Deschutes) ss.

On the 25th day of April, 2024, personally appeared Curtis Baney (Grantor), who being first duly sworn, did acknowledge that he is authorized to sign as the President of Curt Baney, Inc., and that the foregoing instrument was signed of his voluntary act and deed.

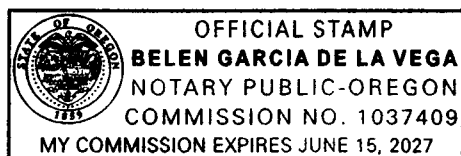


WITNESS my hand and official seal.

Darwin J. Mosley
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 7/5/26

STATE OF OREGON)
County of Klamath) ss.
)

On the 1st day of May, 2024, personally appeared Jonathan Teichert 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, and that this instrument is the voluntary act and deed of said municipal corporation.



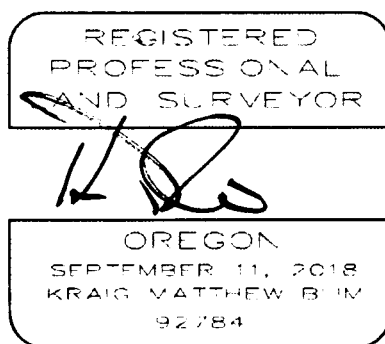
WITNESS my hand and official seal.

Belen Garcia de la Vega
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: JUN 15, 2027

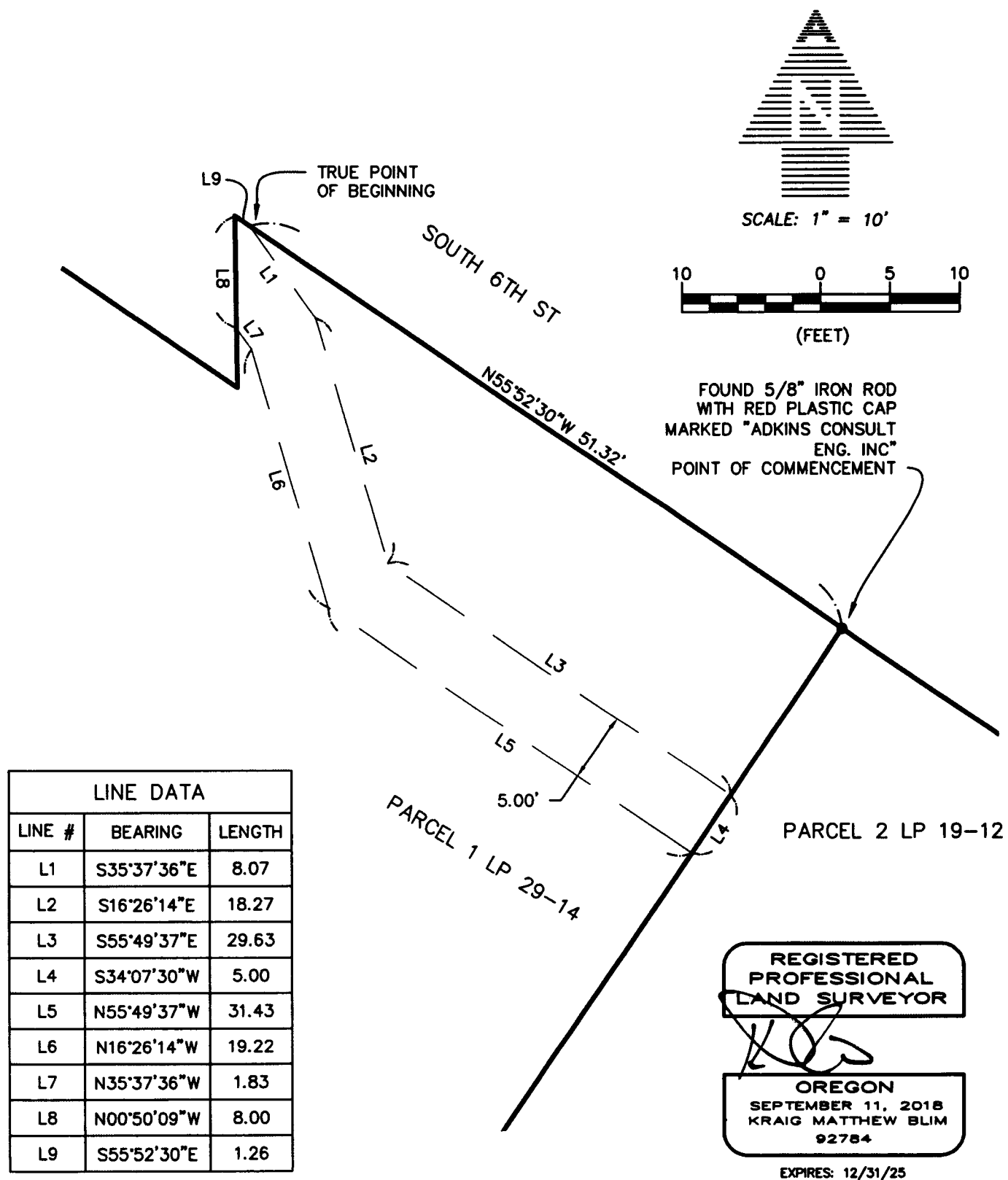
EXHIBIT A

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 NORTHEAST CORNER OF PARCEL 1 OF LAND PARTITION 29-14 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. NORTH 55°52'30" WEST, 51.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 35°37'36" EAST, 8.07 FEET; THENCE SOUTH 16°26'14" EAST, 18.27 FEET; THENCE SOUTH 55°49'37" EAST, 29.63 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 1; THENCE ALONG SAID EAST LINE, SOUTH 34°07'30" WEST, 5.00 FEET; THENCE LEAVING SAID EAST LINE OF PARCEL 1, NORTH 55°49'37" WEST, 31.43 FEET; THENCE NORTH 16°26'14" WEST, 19.22 FEET; THENCE NORTH 35°37'36" WEST, 1.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTH 6TH STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 00°50'09" WEST, 8.00 FEET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 55°52'30" EAST, 1.26 FEET TO THE POINT OF BEGINNING.



EXPIRES 12/31/25



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w / AdkinsEngineering.com
ENGINEERING • PLANNING • SURVEYING

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

