

113

99 11-4 110.50

## EASEMENT

Between

Carolyn Ramirez

And

Klamath County Fire District  
Number 1SPACE RESERVED  
FOR  
RECORDER'S USE

After recording, return to (Name, Address, Zip):

Carolyn Ramirez  
425 Poch  
Eugene, OR 97402

Vol. M119 Page 17002

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

I certify that the within instrument  
was received for record on the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in  
book/reel/volume No. \_\_\_\_\_ on page  
\_\_\_\_\_ and/or as fee/file/instru-  
ment/microfilm/reception No. \_\_\_\_\_,  
Records of said County.

Witness my hand and seal of County  
affixed.

NAME

TITLE

By \_\_\_\_\_, Deputy.

THIS AGREEMENT made and entered into this \_\_\_\_\_ 7th \_\_\_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_, 1999, by and  
between \_\_\_\_\_ Carolyn Ramirez  
hereinafter called the first party, and \_\_\_\_\_ Klamath County Fire District Number 1  
hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in \_\_\_\_\_ Klamath  
County, State of Oregon, to-wit:  
LEGAL DESCRIPTION OF FIRE SUPPRESSION TANK EASEMENT FOR "TRACT 1332 -  
SCENIC VALLEY" WHEN FILED

A TRACT OF LAND BEING IN PARCEL 1 OF "MINOR LAND PARTITION 45-91",  
SITUATED IN THE SE1/4 NE1/4 OF SECTION 9, T39S, R10EWM, KLAMATH COUNTY,  
OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID PARCEL 1, FROM WHICH  
THE NORTHWEST CORNER OF SAID PARCEL 1 BEARS N88°16'08"W 841.40 FEET;  
THENCE S88°16'08"E, ALONG THE SAID NORTH LINE, 40.00 FEET; THENCE  
LEAVING SAID NORTH LINE, S01°43'52"W 115.00 FEET; THENCE N88°16'08"W  
40.00 FEET; THENCE N01°43'52"E 115.00 FEET TO THE POINT OF BEGINNING, WITH  
BEARINGS BASED ON RECORD OF SURVEY 6005 ON FILE AT THE OFFICE OF THE  
KLAMATH COUNTY SURVEYOR.

SEE ATTACHED MAP TO ACCOMPANY LEGAL DESCRIPTION

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

NOW, THEREFORE, in view of the premises and in consideration of \$ \_\_\_\_\_ by the second party to the  
first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

## FIRE SUPPRESSION TANK EASEMENT

FOR THE PURPOSE OF PROVIDING ACCESS TO A 12,000 GALLON WATER TANK FOR  
FIRE SUPPRESSION IN SCENIC VALLEY SUBDIVISION AND PARCEL 1 OF MINOR LAND  
PARTITION 45-91.

\* CONSIDERATION OF GRANTING THIS EASEMENT IS APPROVAL BY KLAMATH  
COUNTY OF THE SUBDIVISION PLAN SCENIC VALLEY TRACT 1332 PARTIAL 1 AND 2  
OF LAND PARTITIONS 51 AND 95.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

11-4-99



The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be permanent, always subject, however, to the following specific conditions, restrictions and considerations:

In the event an alternate Fire Suppression water supply is located within or near the Scenic Valley subdivision that is acceptable to the second party, this easement shall be extinguished.

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

and the second party's right of way shall be parallel with the center line and not more than \_\_\_\_\_ feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☒ the first party; ☐ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party responsible for \_\_\_\_\_ % and the second party responsible for \_\_\_\_\_ %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

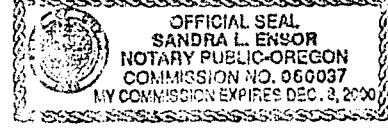
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

*Carlos A. Ramirez*

FIRST PARTY

STATE OF OREGON, County of Klamath, ss.  
This instrument was acknowledged before me on April 19, 1999.  
by Carlos A. Ramirez  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

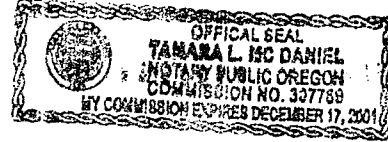


*Sandra L. Ensor*  
Notary Public for Oregon  
My commission expires 12-3-2000

*Ronald K. Eichelkraut*

SECOND PARTY

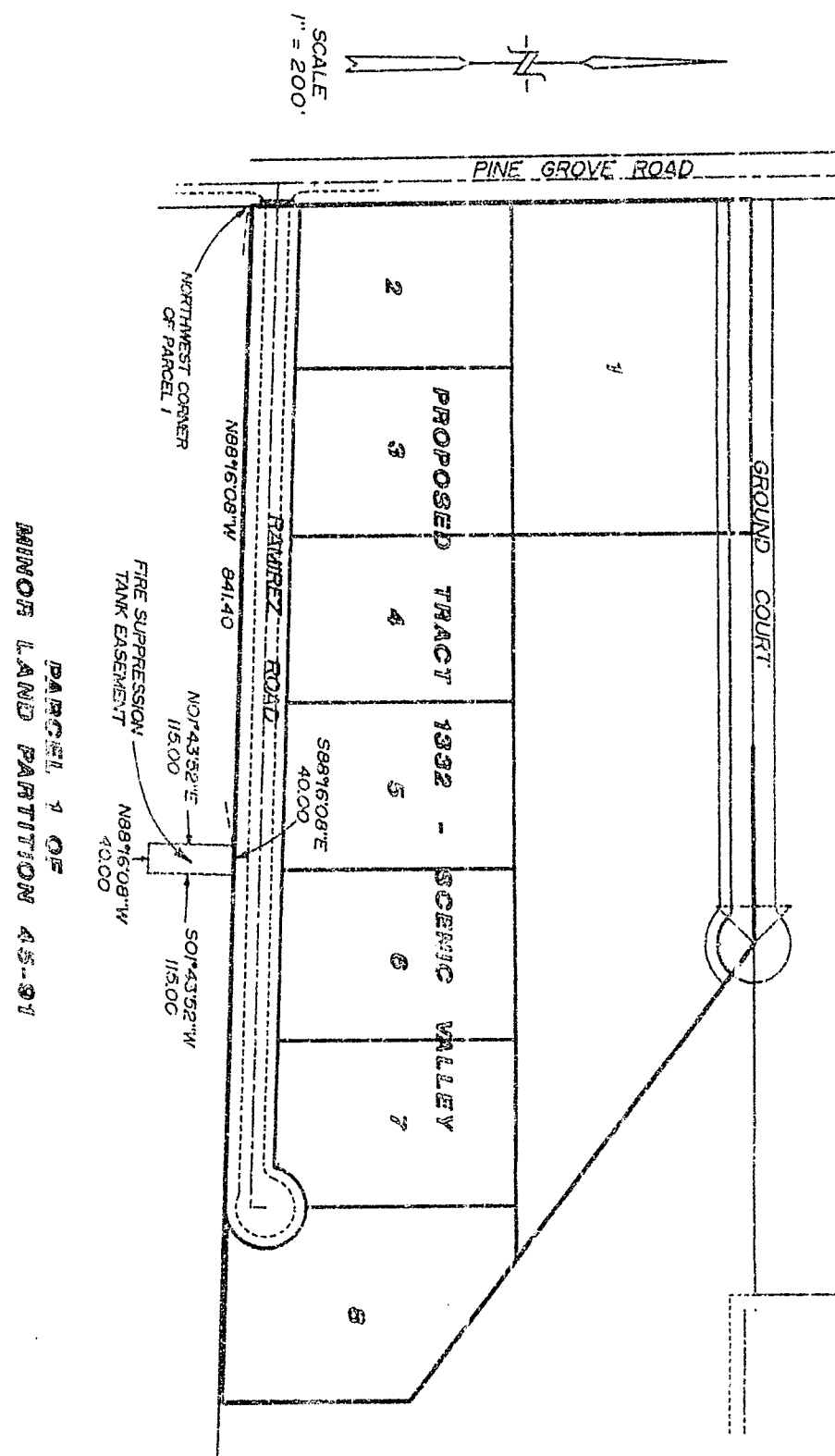
STATE OF OREGON, County of Klamath, ss.  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_  
This instrument was acknowledged before me on May 3, 1999  
by Ronald K. Eichelkraut  
as Fire Marshal  
of Klamath County Fire District #1



*Tamara L. McDaniel*  
Notary Public for Oregon  
My commission expires 12-17-01

17003-A

MAP TO ACCOMPANY LEGAL DESCRIPTION  
OF FIRE SUPPRESSION TANK EASEMENT  
MARCH 3, 1999



PARCEL 7 OF  
MINOR LAND PARTITION 45-91

TRU-LINE SURVEYING, INC.  
2333 SUMMERS LANE  
KLAMATH FALLS, OR. 97603

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of CAROLYN A. RAMIREZ the 4TH day  
of MAY A.D. 1999 at 10:50 o'clock A M., and duly recorded in Vol. M99  
of DEEDS on Page 17002

Linda Smith, County Clerk

FEE \$20.00

by Paula M. Henderson