

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Raymond Alfred Coulter
3547 Crest Street
Klamath Falls, OR 97603

GRANTEE:

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

CLERK'S STAMP

Vol M05 Page 02074

State of Oregon, County of Klamath
Recorded 01/11/2005 2:31 p m
Vol M05 Pg 02074-76
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

EASEMENT FOR A FIRE HYDRANT

RAYMOND ALFRED COULTER, Grantor, in consideration of the terms and conditions of this Easement, the sufficiency of which is hereby acknowledged, do 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 a fire hydrant and all necessary appurtenances in, into, upon, over, across and under a tract of land legally described and depicted on EXHIBIT A, attached hereto and incorporated herein (the "**Easement Area**"). This Easement shall also include the right of ingress and egress over Grantor's adjoining lands for the purposes of Grantee's use and enjoyment of this Easement.

The Easement Area lies within the real property owned by Grantor that is legally described as follows (the "**Property**"):

A Tract of Land Situated in the Southeast Quarter, Northeast Quarter, of Section 10, Township 39 South, Range 9 East, of the Willamette Meridian, Klamath County, Oregon, Being on the east side of Crest Street and southwest of U.S.B.R. Lateral F-7 Canal; currently Tax Lot # 3909-010AD-00600-000.

Additional terms of the Easement are as follows:

1. **Consideration.** Grantee has paid to Grantor the sum of \$500.00, the receipt of which is hereby acknowledged by Grantee. Grantee also agrees to relocate Grantor's fence at Grantee's expense along the Property side of this Easement. Grantee shall also bear the costs of recording this Easement.
2. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's fire hydrant or in any way interfere with Grantee's use of this Easement.
3. **Indemnification by Grantee.** Grantor shall indemnify, defend and hold Grantee harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings asserted by Patricia M. Dewarns, Mary Anne Norris and Homer Glen Coulter, and their heirs, successors and assigns, against Grantee, and Grantee's 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.
4. **Entry.** This Easement shall include the perpetual right of Grantee to enter upon the Property at any necessary time.
5. **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 his adjoining property.

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6. **Indemnification by Grantor.** Grantor acknowledges that he does not own the entire fee simple of the property and that there are three other fee simple interest holders named in the September 11, 1989 Personal Representative's Deed transferring title from an estate. Grantor shall indemnify, defend and hold Grantee harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings asserted by Patricia M. Dewarns, Mary Anne Norris and Homer Glen Coulter, and their heirs, successors and assigns, against Grantee, and Grantee's 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.

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 28th day of December, 2004.

GRANTEE:
CITY OF KLAMATH FALLS

By: Jeff Ball
Jeff Ball, City Manager

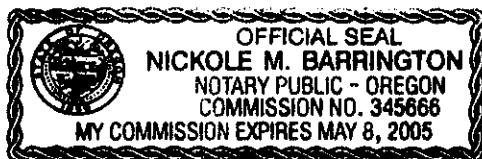
Attest: Elisa D. Olson
Elisa D. Olson, City Recorder

GRANTOR:
RAYMOND ALFRED COULTER

Raymond Coulter
Raymond Alfred Coulter

STATE OF OREGON)
) ss.
County of Klamath)

On the 22nd day of December, 2004, personally appeared Raymond Alfred Coulter, and being first duly sworn, acknowledged said instrument to be his voluntary act and deed.

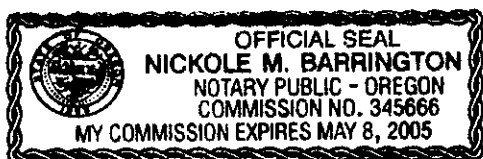


WITNESS my hand and official seal.

Nickole M. Barrington
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2005

STATE OF OREGON)
) ss.
County of Klamath)

On the 28th day of December, 2004, personally appeared Jeff Ball and Elisa D. Olson, who, each being first duly sworn, did say 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 instrument was signed on behalf of said municipal corporation; and each of them acknowledged said instrument to be its voluntary act and deed.



WITNESS my hand and official seal.

Nickole M. Barrington
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2005

02076

FIRE HYDRANT (and associated piping) EASEMENT

GRANTOR: Patricia M. Dewarns, Mary Ann Norris, and Homer G. Coulter
3547 Crest Street
Klamath Falls, OR 97603

GRANTEE: City of Klamath Falls

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER, NORTHEAST QUARTER, OF SECTION 10, TOWNSHIP 39 SOUTH, RANGE 9 EAST, OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the southeast corner of Parcel 1, Land Partition 34-98, recorded in the Klamath County Clerks Office; thence North 00degrees19'35" West, along the west right of way line of Crest Street, 28.82 feet; thence North 89degrees40'25" East, 40.00 feet to a point on the east right line of Crest Street and the true point of beginning; thence North 00degrees19'35" West, along said east right of way line, 10.00 feet; thence North 89degrees40'25" East, 8.00 feet; thence South 00degrees19'35" East, 10.00 feet; thence South 89degrees40'25" West, 8.00 feet to said east right of way line and true point of beginning; containing 80 square feet more or less.

Exhibit "A"