

## EASEMENT FOR A FIRE HYDRANT

**M06-02928**

Klamath County, Oregon

02/15/2006 08:23:19 AM

Pages 5 Fee: \$41.00

*9/c* **K FALLS ONE LLC**, (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 purposed 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 follow (the "**Property**").

All that portion of Tracts 32, 33A and 36 of Enterprise Tracts, situated in the NW ¼ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the point of intersection of the northeasterly right-of-way of Pershing Way and the northwesterly right-of-way of Austin Street, said point being a 5/8" iron rod with a 1-1/2" aluminum cap per Klamath County Survey No. 1441; thence along said northwesterly right-of-way of said Austin Street, north 34 degrees 06 minutes 49 seconds East, 465.40 feet to an angle point in said right-of-way; thence along the westerly right-of-way of said Austin Street, North 00 degrees 19 minutes 19 seconds East, 722.25 feet; thence north 89 degrees 39 minutes 15 seconds West, 629.50 feet to a point on the southeasterly right-of-way of Avalon Street; thence along said southeasterly right-of-way, South 30 degrees 34 minutes 36 seconds West, 667.21 feet to the most northerly corner of a tract described as Parcel 3 in Deed Volume 256, Page 96, Klamath County Deed Records; thence along the northeasterly line of said tract, South 59 degrees 24 minutes 29 seconds East, 150.02 feet; thence along the southeasterly line of said tract, South 30 degrees 44 minutes 43 seconds West, 59.15 feet to a point on the northeasterly right-of-way of said Pershing Way; thence along said northeasterly right-of-way, South 55 degrees 53 minutes 18 seconds east, 730.63 feet to the point of beginning.

Said tract contains 17.21 acres, more or less.

Additional terms of the Easement are as follows:

1. **Consideration.** Grantor shall 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 improvements or facilities 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 K Falls One LLC, and their heirs successors and assigns, against Grantee, and Grantee's successors and assigns (including

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attorney fees, cost 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.

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 K Falls One LLC, and their heirs, successors and assigns, against Grantee, and Grantee's successors and assigns (including attorney fees, cost 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 the 10<sup>th</sup> day of February, 2005.

GRANTEE:  
CITY OF KLAMATH FALLS

By: [Signature]  
Jeff Ball, City Manager

Attest: [Signature]  
Elisa D. Olson, City Recorder

GRANTOR:  
K FALLS ONE LLC

[Signature]  
Greg Geertsen  
Managing Partner

STATE OF COLORADO     )  
  ) ss.  
County of Arapahoe     )

On the 20<sup>th</sup> day of December, 2005, personally appeared Greg Geertsen, and being first duly sworn, acknowledged said instrument to be his voluntary act and deed.



WITNESS my hand and official seal.

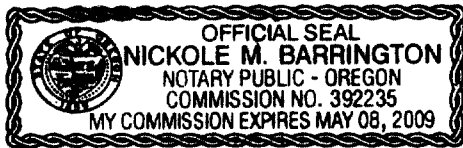
[Signature]  
SIGNATURE OF NOTARY PUBLIC

Notary Public for Colorado

My Commission Expires: 10-09-09

STATE OF OREGON                     )  
  ) ss.  
County of Klamath                     )

On the 10<sup>th</sup> day of February, 2005, 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: 5-8-2009

# EXHIBIT A

## LEGAL DESCRIPTION:

A 10 FOOT BY 10 FOOT FIRE HYDRANT EASEMENT LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON DESCRIBED AS FOLLOWS:

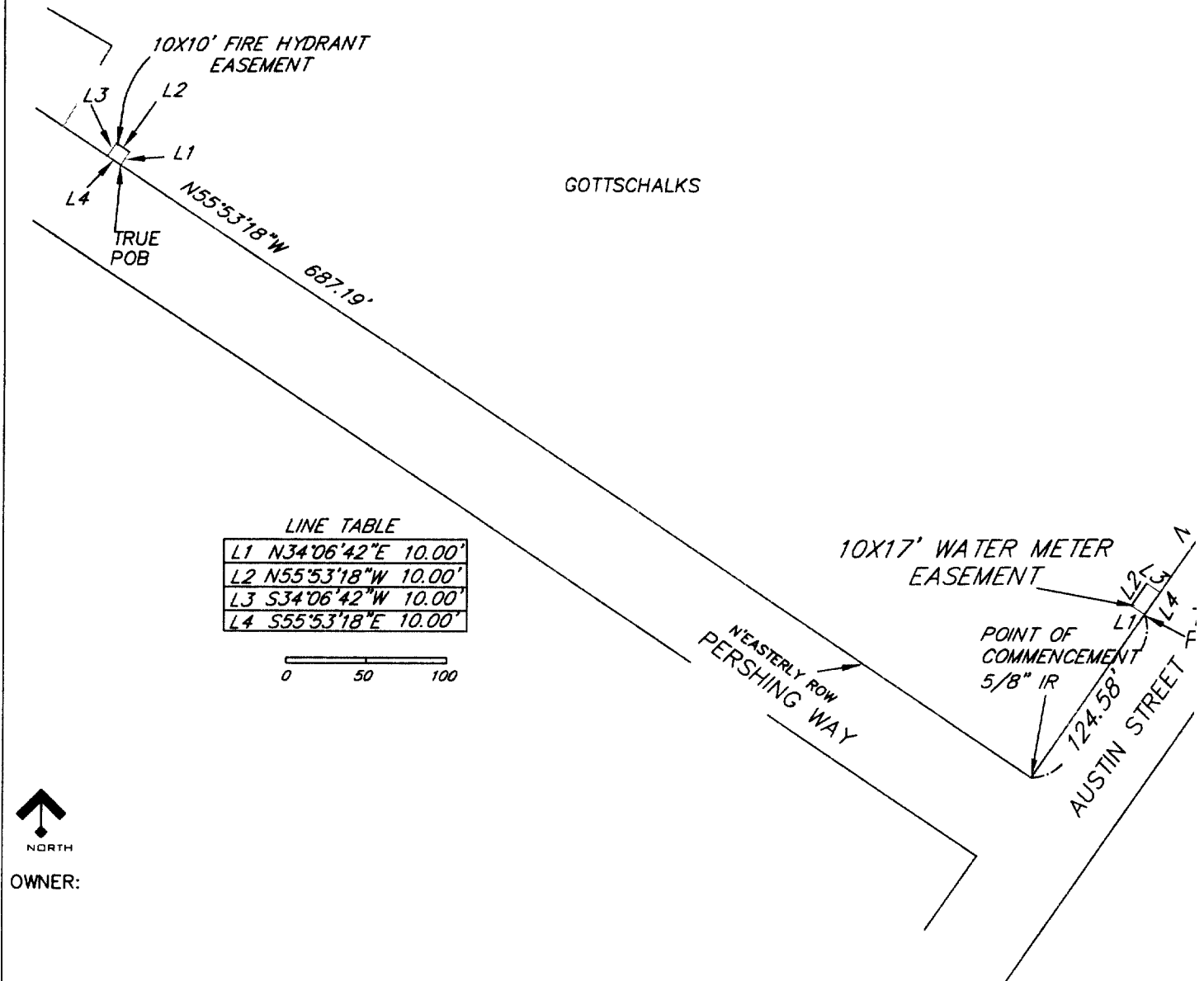
COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF AUSTIN STREET AND THE NORTHEASTERLY RIGHT OF WAY LINE OF PERSHING WAY; BEING MONUMENTED BY A 5/8" IRON ROD WITH A 1 1/2" ALUMINUM CAP PER KLAMATH COUNTY SURVEY NO. 1441;

THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF PERSHING WAY, NORTH 55 DEGREES 53 MINUTES 18 SECONDS WEST, A DISTANCE OF 687.19 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 55 DEGREES 53 MINUTES 18 SECONDS WEST, CONTINUING ALONG SAID RIGHT OF WAY, A DISTANCE OF 10.00 FEET;  
THENCE DEPARTING SAID RIGHT OF WAY, NORTH 34 DEGREES 06 MINUTES 42 SECONDS EAST, A DISTANCE OF 10.00 FEET  
THENCE PARALLELING SAID RIGHT OF WAY SOUTH 55 DEGREES 53 MINUTES 18 SECONDS EAST, A DISTANCE OF 10.00 FEET;  
THENCE SOUTH 34 DEGREES 06 MINUTES 42 SECONDS WEST, A DISTANCE OF 10.00 FEET  
RETURNING TO SAID NORTHEASTERLY RIGHT OF WAY AND THE POINT OF BEGINNING.  
CONTAINING 100 SQUARE FEET OR 0.002 ACRES.

BASIS OF BEARINGS IS PER FOUND MONUMENTATION FROM COUNTY SURVEY NO. 4202, KLAMATH COUNTY OFFICIAL RECORDS.

# ILLUSTRATION FOR EXHIBIT A



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PARCEL CONTAINS 100 SQ. FT.

## CITY OF KLAMATH FALLS, OREGON

A FIRE HYDRANT EASEMENT SITUATED IN THE  
NORTHWEST 1/4 OF SECTION 3, T39S, R9E,  
WILLAMETTE P.M., KLAMATH COUNTY, OREGON

DRAWN BY: MFU	SCALE: 1"=100'	R.O.W. FILE NUMBER:
CHECKED BY: SMO	DATE: 12/14/05	JOB NUMBER: 05.0053