

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

2008-009523

Klamath County, Oregon



00049034200800095230040042

GRANTOR:

John Poole
1045 East Side Bypass
Klamath Falls, OR 97603

06/30/2008 03:00:51 PM

Fee: \$36.00

GRANTEE:

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

EASEMENT FOR FIRE HYDRANT

JOHN POOLE, 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 fire hydrant and all necessary appurtenances in, into, upon, over, across and under a parcel of land legally described and depicted on EXHIBIT A, attached hereto and incorporated herein by this reference (the "**Easement Area**").

Additional terms of the Easement are as follows:

1. **Consideration.** Grantee did not pay any money for this Easement, however, the actual consideration consists of other property or value given or received which is the whole consideration. Grantee 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**"):

Lots 5 and 6 of "Fehlen Shopping Center Lots," according to the plat thereof on file in the records of Klamath County, Oregon.

3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's said fire hydrant or cause damage to it. Grantor agrees that any use of the Easement Area 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 attorneys' 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 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.

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 12th day of June, 2008.

GRANTEE:
CITY OF KLAMATH FALLS

GRANTOR:

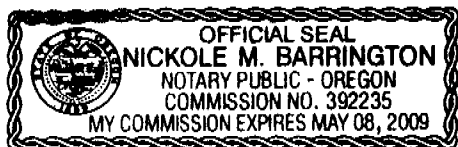
By: Jeff Ball
Jeff Ball, City Manager

John Poole
John Poole

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

STATE OF OREGON)
) ss.
County of Klamath)

On the 12th day of June, 2008, 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

STATE OF Oregon)
) ss.
County of Klamath)

On the 6 day of June, 2008, personally appeared John Poole, and being first duly sworn, acknowledged said instrument to be his voluntary act and deed.



WITNESS my hand and official seal.

Cameron Forney
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: July 20, 2009

DENNIS A ENSOR O.L.S

JOHN HEATON L.S.I.T

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691



MAY 12, 2008

LEGAL DESCRIPTION OF FIRE HYDRANT EASEMENT

A FIRE HYDRANT EASEMENT BEING A PORTION OF LOTS 5 AND 6 OF "FEHLEN SHOPPING CENTER LOTS", SITUATED IN THE SW1/4 SE1/4 OF SECTION 34, T38S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2" IRON PIPE MARKING THE INITIAL POINT OF "TRACT 1272 - CU BUILDING OFFICE CONDOMINIUMS", SAID POINT BEING ON THE SOUTHWESTERLY LINE OF SAID LOT 6; THENCE N39°36'00"W, ALONG THE SAID SOUTHWESTERLY LINE, 15.09 FEET; THENCE, LEAVING THE SAID SOUTHWESTERLY LINE, N50°24'00"E 10.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF A 10 FOOT WIDE WATER LINE EASEMENT CONTAINED IN BOOK 286 PAGE 107 OF THE KLAMATH COUNTY DEED RECORDS AND BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING N50°24'00"E 6.00 FEET; THENCE N39°36'00"W 10.00 FEET; THENCE S50°24'00"W 6.00 FEET TO A POINT ON THE SAID NORTHEASTERLY LINE; THENCE S39°36'00"E 10.00 FEET TO THE TRUE POINT OF BEGINNING, WITH BEARINGS BASED ON RECORD OF SURVEY 7441 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

EXPIRES 12/31/09

MAP TO ACCOMPANY LEGAL DESCRIPTION EXHIBIT "A"

SITUATED IN THE SW1/4 SE1/4 OF SECTION 34,

T38S, R9EWM, KLAMATH COUNTY, OREGON

