

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

2009-002887

Klamath County, Oregon



00061524200900028870050055

02/25/2009 01:47:01 PM

Fee: \$41.00

GRANTOR:

Klamath Humane Society, Inc.
PO Box 482
Klamath Falls, OR 97601

GRANTEE:

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

EASEMENT FOR FIRE HYDRANT

KLAMATH HUMANE SOCIETY, 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 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 (the "**Easement Area**").

Additional terms of the Easement are as follows:

1. **Consideration.** The true and actual consideration for this transfer stated in terms of money is \$-0-; however, the actual consideration consists of other property or value given or received which is 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 on EXHIBIT B (the "**Property**"):
3. **Restrictions.** Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to, or limit use of Grantee's fire hydrant or cause damage to it. Grantor retains the right to place asphalt or to landscape the Easement provided that, in Grantee's judgment, such use will not restrict access to, or limit use of the fire hydrant. Grantor agrees that any use of the Easement Area or the ingress/egress area permitted by Section 5 below shall not interfere with Grantee's use and enjoyment of those areas as authorized in this Easement.
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 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.

7. **Binding Effect.** 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 Grantor, all subsequent purchasers of the Property, Grantee, and the heirs, successors and assigns of each.

IN WITNESS WHEREOF, We have hereunto set our hands this 24th day of February, 2009.

GRANTEE:
CITY OF KLAMATH FALLS

By: Jeff Ball
Jeff Ball, City Manager

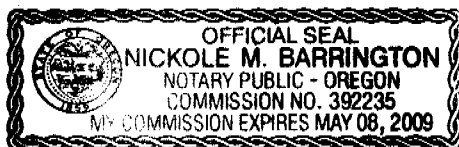
Attest: Elisa D. Olson
Elisa D. Olson, City Recorder

GRANTOR:
KLAMATH HUMANE SOCIETY, INC.

Joanne Carson - Director
Joanne Carson - Director

STATE OF OREGON)
) ss.
County of Klamath)

On the 24th day of February, 2009, personally appeared Joanne Carson, as Director of the Klamath Humane Society, Inc., and being first duly sworn, she acknowledged this instrument to be the voluntary act and deed of said organization.

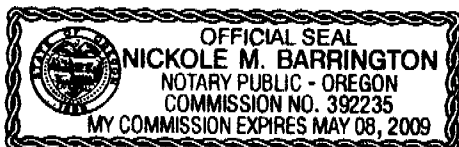


WITNESS my hand and official seal.

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 24th day of February, 2009, personally appeared Jeff Ball and Elisa D. Olson, 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, that this instrument is the voluntary act and deed of said municipal corporation.



WITNESS my hand and official seal.

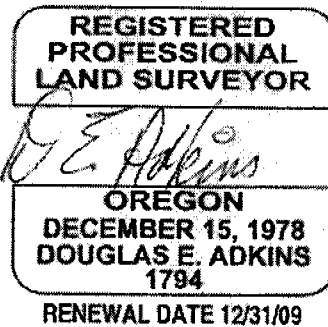
Nickole M. Barrington
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2009

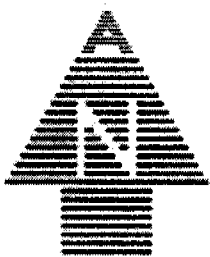
Description of Easement
for Public Fire Hydrant

A tract of land situated in the SE¼ SE¼ of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

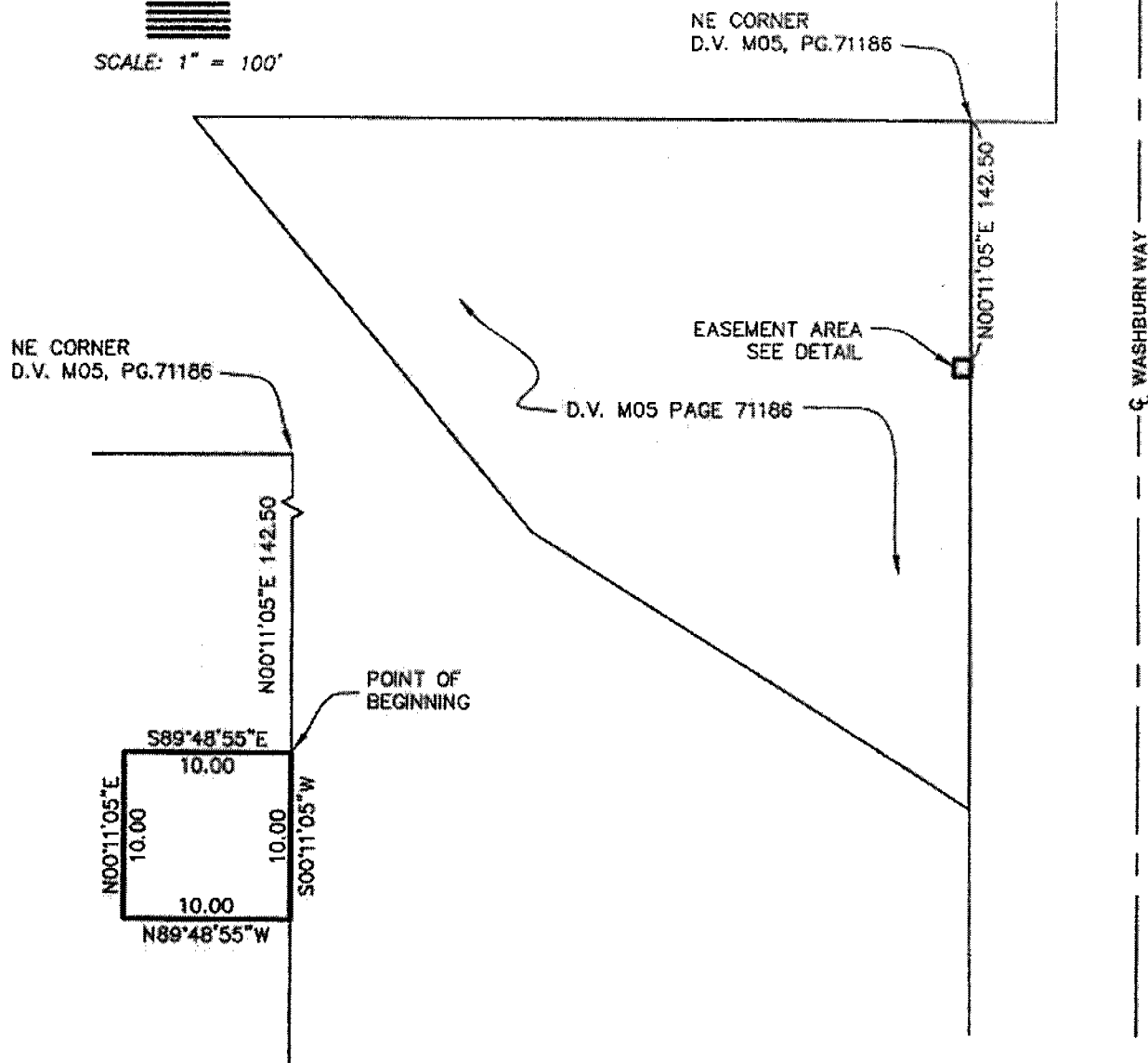
Beginning at a point on the east line of that tract of land described in Deed Volume M05, Page 71186, records of Klamath County, Oregon, from which the northeast corner thereof bears North 00°11'05" East 142.50 feet; thence along said east line South 00°11'05" West 10.00 feet; thence North 89°48'55" West 10.00 feet; thence North 00°11'05" East 10.00 feet; thence South 89°48'55" East 10.00 feet to the point of beginning; with bearings based on County Survey 7334.

1565-02





SCALE: 1" = 100'



DETAIL

SCALE: 1" = 10'

ADKINS



CONSULTING
ENGINEERS, INC.

Engineers ▲ Planners ▲ Surveyors

2950 Shasta Way · Klamath Falls, Oregon 97603 · (541) 884-4868 · FAX (541) 884-5335
Klamath Falls, OR · Medford, OR · Alturas, CA

Nov. 24, 2008

Easement

1565-02

SKETCH SHOWING EASEMENT
FOR PUBLIC FIRE HYDRANT
IN
SE¼SE¼ SEC. 9, T39S, R9EWM
KLAMATH COUNTY, OREGON

LEGAL DESCRIPTION

That portion of the NE 1/4 SE 1/4 SE 1/4 of Section 9, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, described as follows to wit:

Beginning at a point 132.0 feet South and 100.0 feet West of the Northeast corner of said NE 1/4 SE 1/4 SE 1/4, as measured at right angles to the North and East lines of said NE 1/4 SE 1/4 SE 1/4; thence West parallel with the North line of said NE 1/4 SE 1/4 SE 1/4, 450 feet, more or less, to the intersection with a line drawn parallel with and distant 100.0 feet Northeasterly, as measured at right angles from The Burlington Northern and Santa Fe Railway Company's Northeasterly Ladder Track centerline, as now located and constructed; thence Southeasterly along the last described parallel line 320.0 feet; thence Southeasterly to the intersection with a line drawn parallel with and distant 100.0 feet Westerly, as measured at right angles from the East line of said NE 1/4 SE 1/4 SE 1/4, distant 410.0 feet South, as measured along said parallel line from the Point of Beginning; thence north along said parallel line 410.0 feet to the Point of Beginning.

EXCEPT any portion thereof in Washburn Way; AND EXCEPT the A-3-9 USBR Lateral.