

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

2009-006796

Klamath County, Oregon



00066080200900067960050059

05/14/2009 02:44:19 PM

Fee: \$41.00

GRANTOR:

Capstone Development, LLC
an Oregon Limited Liability Company
16799 Highway 66
Ashland, OR 97520

GRANTEE:

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

EASEMENT FOR FIRE HYDRANT

CAPSTONE DEVELOPMENT, LLC, an Oregon Limited Liability Company, 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**"). The parties acknowledge that Grantor will be installing the fire hydrant at its expense, and the hydrant will be deemed dedicated to Grantee when the facilities are accepted by Grantee.

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 by Grantor of the Easement Area or the ingress/egress area permitted herein 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 6th day of May, 2009.

GRANTEE:
CITY OF KLAMATH FALLS

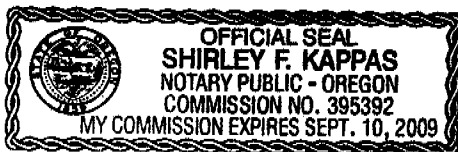
By: *[Signature]*
Rick Whitlock, Acting City Manager

GRANTOR:
CAPSTONE DEVELOPMENT, LLC
An Oregon Limited Liability Company

By: *[Signature]*
Name: Donald Rowlett
Title: Member

STATE OF OREGON)
) ss.
County of Klamath)

On the 6th day of May, 2009, personally appeared Donald Rowlett, as Representative of Capstone Development, LLC, an Oregon Limited Liability Company, and being first duly sworn, ~~he~~ acknowledged this instrument to be the voluntary act and deed of said organization.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 9-10-09

STATE OF OREGON)
) ss.
County of Klamath)

On the 6th day of May, 2009, personally appeared Rick Whitlock, acting City Manager, who, being first duly sworn, did acknowledge that that the foregoing instrument was signed on behalf of City of Klamath Falls, an Oregon Municipal Corporation and that this instrument is the voluntary act and deed of said municipal corporation.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 9-10-09

LEGAL DESCRIPTION:

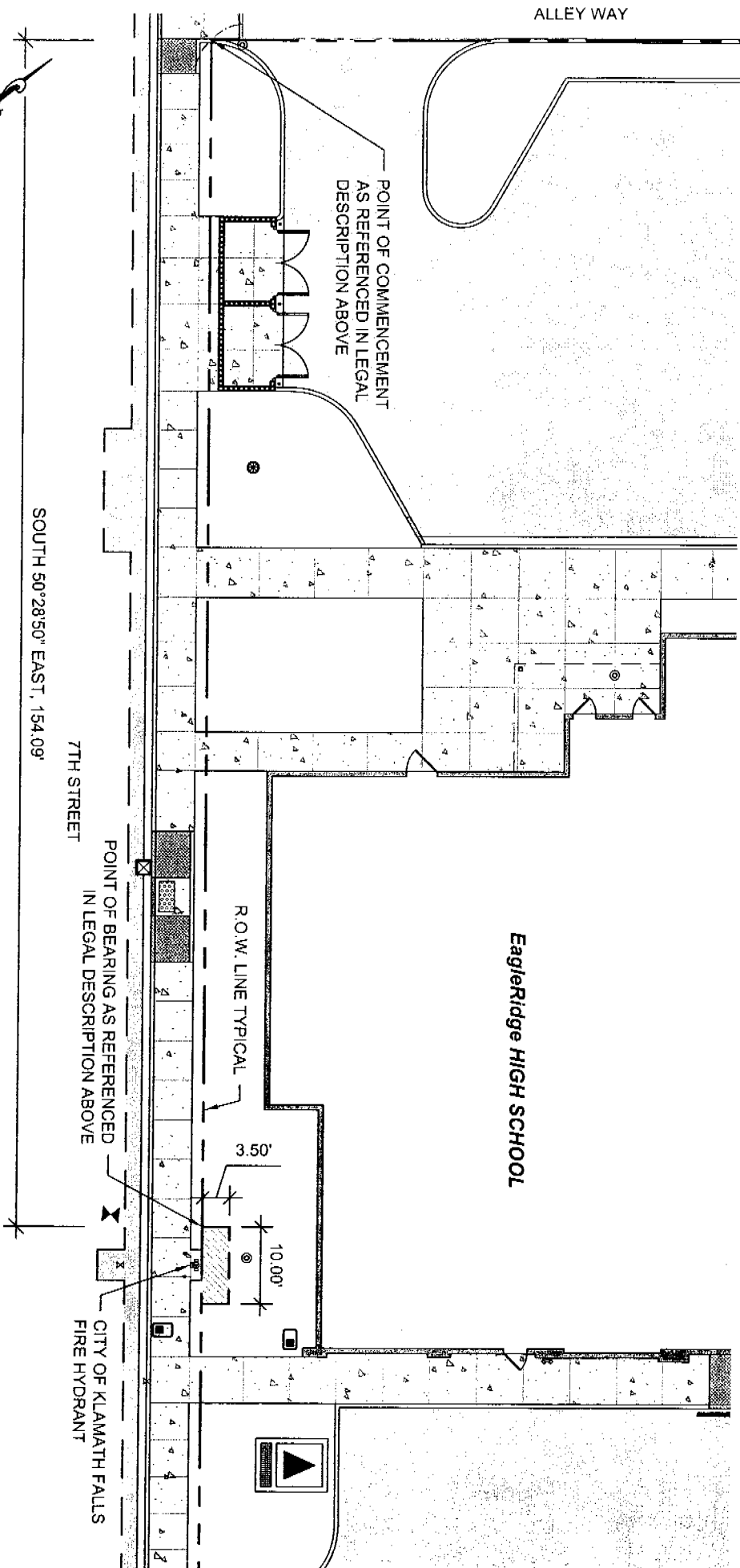
A PARCEL OF LAND SITUATED IN HOLLISTER ADDITION TO THE CITY OF KLAMATH FALLS IN THE SE1/4 OF THE NE1/4 OF SECTION 32, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A PORTION OF PARCEL 2 DESCRIBED IN DEED VOLUME 2007-001318, AS FILED AT THE KLAMATH COUNTY CLERKS OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE ALLEY IN BLOCK 3 OF SAID HOLLISTER ADDITION AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SEVENTH STREET, THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 50°28'50" EAST, 154.09 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 50°28'50" EAST, 10.00 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE, NORTH 39°31'10" EAST, 3.50 FEET; THENCE, PARALLEL WITH SAID NORTHEASTERLY LINE, NORTH 50°28'50" WEST, 10.00 FEET; THENCE SOUTH 39°31'10" WEST, 3.50 FEET TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS GRID NORTH OF THE OREGON STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH ZONE.

CONTAINING 35 SQUARE FEET, MORE OR LESS.

EASEMENT DESCRIPTION:

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC FIRE HYDRANT EASEMENT IDENTIFIED ON THIS EXHIBIT AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE PROPERTY IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE EASEMENT. THE UTILITY MAY REQUIRE THE PROPERTY OWNER TO REMOVE ALL STRUCTURES WITHIN THE EASEMENT AT THE PROPERTY OWNERS EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE EASEMENT OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE EASEMENT.



EagleRidge HIGH SCHOOL

LEGAL DESCRIPTION

PARCEL 1

Lots 5 to 16 inclusive in Block 3 and Lots 4 to 11 inclusive in Block 4 of HOLLISTER ADDITION to the City of Klamath Falls, Klamath County, Oregon, and also the vacated alley through Block 4 of said HOLLISTER ADDITION; and

PARCEL 2

Also, that portion of vacated Willow Avenue lying between Block 3 and 4 of HOLLISTER ADDITION to the City of Klamath Falls, Klamath County, Oregon, and described as follows:

Beginning at the intersection of the Northwestern line of Willow Avenue with the Northeasterly line of Seventh Street; thence Northerly along the Northwestern line of Willow Avenue, a distance of 156 feet to the Northeasterly corner of Lot 16, Block 3, HOLLISTER ADDITION; thence, Southeasterly at right angles to Willow Avenue, a distance of 70.0 feet to the Northwestern corner of Lot 4, Block 4 of HOLLISTER ADDITION; thence Southwesterly along the Southeasterly line of Willow Avenue, a distance of 156 feet to the Northeasterly line of Seventh Street; thence, Northwesternly along the Northeasterly line of Seventh Street, a distance of 70.0 feet to the point of beginning.

PARCEL 3

Lots 17, 18, 19 and 20 in Block 3 of HOLLISTER ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and also the Northwesternly 35 feet of vacated Willow Avenue adjacent to said Lots 17, 18, 19 and 20 Block 3 of HOLLISTER ADDITION to the City of Klamath Falls, Klamath County, Oregon.

PARCEL 4

The Southeasterly 35 feet of vacated Willow Avenue, adjacent to Lots 1, 2 and 3, Block 4, HOLLISTER ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 5

Lot 1 in Block 3 of HOLLISTER ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 6

Lots 2, 3, and 4, Block 3, HOLLISTER ADDITION TO THE CITY OF KLAMATH FALLS according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 7

Lots 1, 2, and 3, Block 4, HOLLISTER ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 8

That portion of Block 15 of RAILROAD ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, according to the latest recorded plat thereof, lying between the Southeasterly extension of the Northcasterly line of 7th Street and the Northeasterly extension of the Northwesterly line of Lot 10, Block 4, HOLLISTER ADDITION TO THE CITY OF KLAMATH FALLS, being a strip of land one foot in width and 142 feet, more or less, in length; AND

ALSO, that portion of Block 15 of RAILROAD ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, according to the latest recorded plat thereof, lying between the Northeasterly extension of the Southeasterly line and the Southeasterly extension of the Northeasterly line of Lot 4, Block 4, HOLLISTER ADDITION TO THE CITY OF KLAMATH FALLS, being a strip of land one foot in width and 27 feet, more or less, in length; AND

ALSO that portion of Block 15 of RAILROAD ADDITION, lying between the Northeasterly extension of the Northwesterly line of Lot 10, Block 4, HOLLISTER ADDITION and the Northeasterly extension of the Southeasterly line of Lot 4, Block 4, HOLLISTER ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.