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07/12/2012 03:57:57 PM

Fee: \$52.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

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

GRANTEE:

Klamath County Fire District No. 1
143 North Broad Street
Klamath Falls, OR 97601

DRIVEWAY EASEMENT

WHEREAS, the City of Klamath Falls, Oregon, a municipal corporation, executed a Joint Use Agreement with Klamath County Fire District No. 1, a special district, for the Fire District's use of a driveway located on the City's property situated at 2501 Shasta Way, Klamath Falls, Oregon for ingress and egress to Fire District's Station No. 3 located at 1661 Mitchell Avenue;

WHEREAS, the parties to the Agreement wish to memorialize the Agreement with an Easement; and NOW, THEREFORE,

The City of Klamath Falls, Oregon, (Grantor) in consideration of the terms and conditions of this Easement, does hereby grant and convey to Klamath County Fire District No. 1, (Grantee) a non-exclusive and perpetual Easement as described in Exhibit A, for the purpose of ingress and egress to Fire Station 3 located at 1661 Mitchell Avenue, across the City's property located at Lot 21, Block 310 of Darrow Addition in Klamath Falls.

The parties further agree as follows:

1. Consideration. Grantee has paid to Grantor the sum of \$0.00. The actual consideration for this transfer consists of the construction of the driveway described below and other consideration, the sufficiency of which is hereby acknowledged by both parties. 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 and depicted on the attached Exhibit A.
3. Construction of Driveway. Grantee shall design and construct, at the Grantee's cost, a shared driveway on the Easement for use by both the parties, subject to approval from the Grantor.

4. Use of Driveway. Grantee shall have the use of the driveway subject to the terms of this Easement, together with all necessary and convenient rights of ingress and egress to Station 3. Grantor shall have the use of the driveway subject to the terms of this Easement, together with all necessary and convenient ingress and egress to Station 3 and Grantor's burdened property. Neither Grantor nor Grantee will block access by parking vehicles or other equipment in a manner that will interfere with police, fire or ambulance services.
5. Camera Surveillance Pole. Grantor shall have the right, at Grantor's expense, to locate and use a camera surveillance pole and related conduit and equipment that is located on the joint boundary of the parties, at no charge to Grantor. The location shall be approved by both the parties.
6. Damage. If damage to the driveway is caused solely by either party, the responsible party will repair the driveway within a reasonable time. If driveway damage is caused by a third party, Grantor and Grantee will share equally the costs of repair, and they agree to cooperatively pursue appropriate legal remedies against the responsible party to recover the costs of repair. If the damage prevents use of the driveway, temporary repairs accommodating use of the driveway shall be completed as soon as possible.
7. Maintenance. It is acknowledged that the Fire District's vehicles will cause the majority of the wear and tear on the driveway; however, an equitable method apportioning the costs of the maintenance for the ordinary wear and tear between the parties will be negotiated after the driveway is constructed.
8. Indemnification. 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.
9. Storm Water. An equitable method apportioning the costs of the maintenance between the parties will be negotiated after the driveway is constructed.
10. Restrictions. Neither party shall erect any buildings or structures within the Easement Area that would inhibit access to either party or cause damage to the Easement Area. Grantee agrees that any other use of the Easement Area or the ingress/egress area permitted by Grantor shall not interfere with Grantor's use and enjoyment of the area as authorized herein.
11. 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 as not to unreasonably interfere with Grantor's ongoing business or activities.
12. Perpetuity. This Easement shall be perpetual, shall not terminate for periods of non-use and shall run with the land as to all properties benefited and burdened by this Easement, including any division or partition of such properties. The rights, covenants and obligations of this Easement shall bind, burden and/or benefit the successors, assigns, heirs and beneficiaries as to all properties benefited or burdened by this Easement.

IN WITNESS WHEREOF, the Grantee and Grantor above named, have hereunto set their hands and their seals on the dates set forth below.

GRANTEE:

CITY OF KLAMATH FALLS

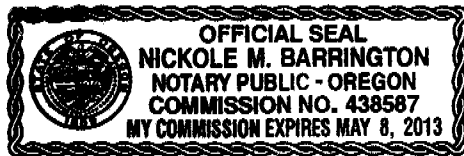
By: *[Signature]*
Rick Whitlock, City Manager

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

STATE OF OREGON)
) ss.
County of Klamath)

On the 11th day of July, 2012, personally appeared Rick Whitlock 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.

BEFORE ME:



Nickole M. Barrington
Notary Public for Oregon
My Commission Expires: 5-8-2013

GRANTOR:

KLAMATH COUNTY FIRE DISTRICT NO. 1

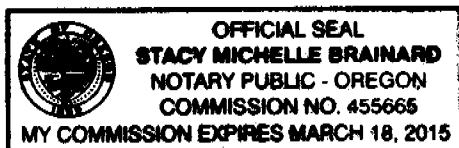
by *[Signature]*
~~James Wenzel~~ *John Spradley*
Title: ~~Fire Chief~~ *Division Chief Operations*

Date: 7/11/12

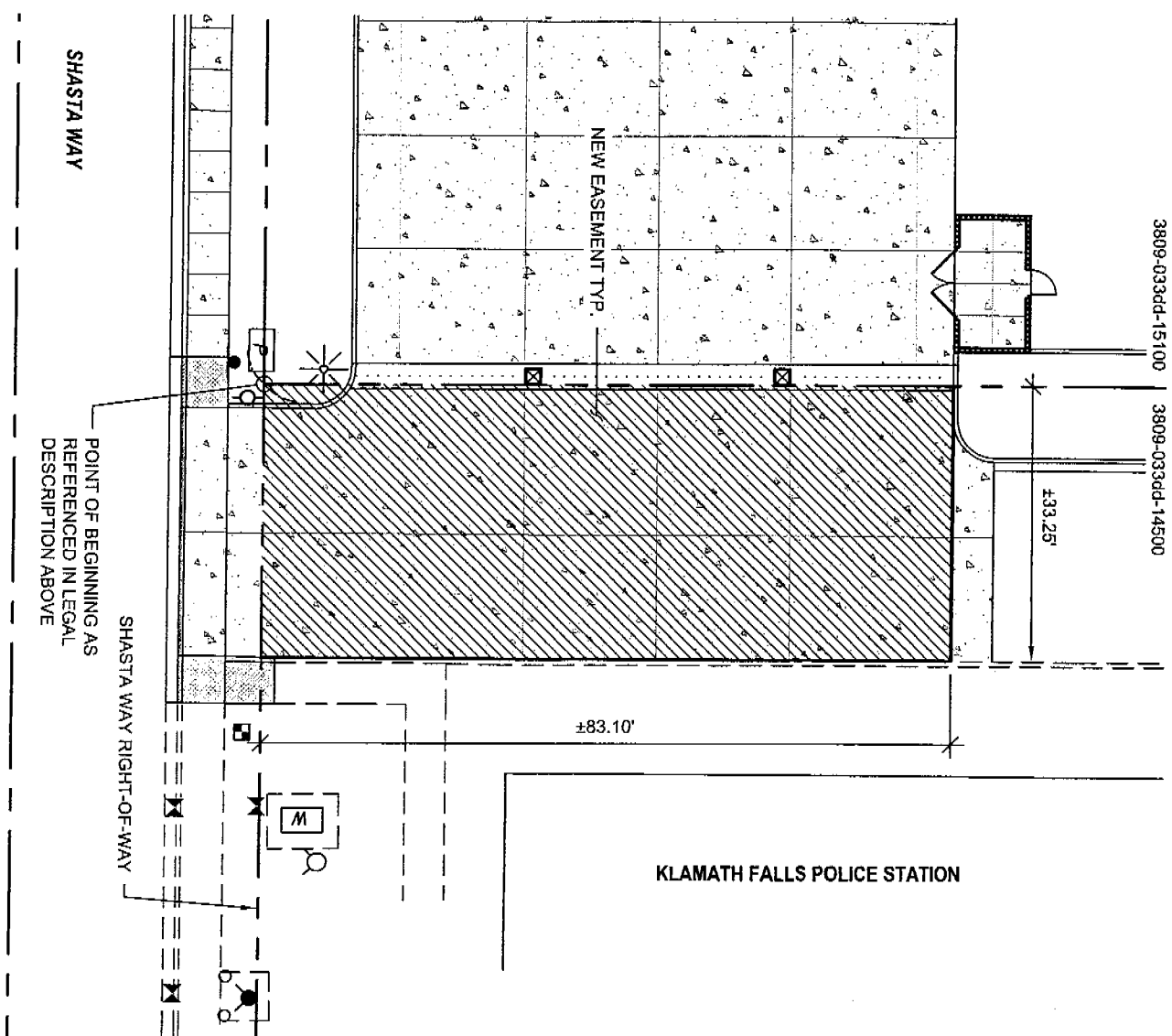
STATE OF OREGON)
) ss.
County of Klamath)

On the 7th day of July, 2012, personally appeared ~~James Wenzel~~ *John Spradley*, as ~~Fire Chief~~ *Division Chief Operations* for Klamath County Fire District No. 1, and being first duly sworn, did say that the instrument was signed on behalf of said Fire District, and acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:



Stacy Michelle Brainerd
Notary Public for Oregon
My Commission Expires: March 18, 2015



LEGAL DESCRIPTION:
 A PARCEL OF LAND SITUATED IN LOT 21, BLOCK 310 OF DARROW ADDITION TO THE CITY OF KLAMATH FALLS, LOCATED IN THE SE1/4 SE1/4 OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 09 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 21, THENCE, ALONG THE WEST LINE OF SAID LOT, NORTH 00°46'30" WEST, 83.10 FEET; THENCE LEAVING SAID WEST LINE, NORTH 89°28'56" EAST, 33.25 FEET; THENCE SOUTH 00°46'30" EAST, 83.10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SHASTA WAY; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°28'56" WEST, 33.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,763 SQUARE FEET, MORE OR LESS.