

2012-011910

Klamath County, Oregon



00126312201200119100040040

10/26/2012 01:26:10 PM

Fee: \$52.00

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Sanford World Clinics
1305 W 18th St.
Sioux Falls, SD 57105

GRANTEE:

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

EASEMENT FOR FIRE HYDRANT

SANFORD WORLD CLINICS, 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 sixteen (16) foot wide strip of land legally described and depicted on EXHIBIT A, attached hereto and incorporated herein (the "Fire Hydrant Easement Area").

Additional terms of the Easement are as follows:

1. **Consideration.** Grantee has paid to Grantor the sum of \$0.00, the receipt of which is hereby acknowledged by Grantee. The actual consideration for this transfer consists of or includes other property or value given which is a part of 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 as follows (the "Property"): Parcel 1 of Land Partition 3-12, recorded in the Klamath County Clerk's Office, 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 retains the right to utilize a portion of the Fire Hydrant Easement Area for landscaping, except for trees that in Grantee's judgment would interfere with access to the Fire Hydrant. Grantor agrees that any other use of the Easement Area or the ingress/egress area permitted by Grantor shall not interfere with Grantee's use and enjoyment of the area 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 Areas as provided for herein so as not to unreasonably disturb Grantor's use of its property. Grantee agrees to return the Fire Hydrant Easement Area to its condition which existed prior to the

installation of any of its improvements in the Fire Hydrant Easement Area, including, but not limited to, the replacement of any sod, landscaping, paving or other improvements that existed within the Fire Hydrant Easement Area prior to such installation.

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 2nd day of October, 2012.

GRANTEE:
CITY OF KLAMATH FALLS

By: Jim Hunter
Jim Hunter, City Manager

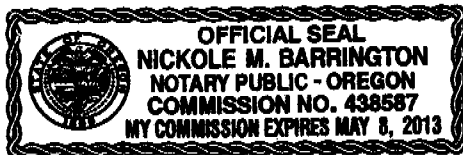
Attest: Elisa D. Olson
Elisa D. Olson, City Recorder

GRANTOR:
SANFORD WORLD CLINICS

By: Jim Slack
[Name/Title:] VP, Sanford World Clinics

STATE OF OREGON)
) ss.
County of Klamath)

On the 2nd day of October, 2012, personally appeared Jim Hunter and Elisa 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.

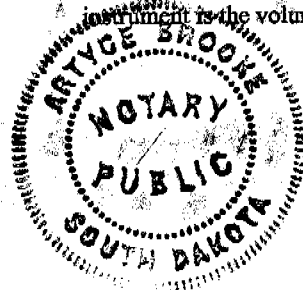


WITNESS my hand and official seal.

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

STATE OF South Dakota)
) ss.
County of Minnehaha)

On the 26th day of September, 2012, personally appeared Jim Slack, who, being first duly sworn, did acknowledge that he/she is the VP of Sanford World Clinics, that the foregoing instrument was signed on behalf of Sanford World Clinics, that he/she is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.



WITNESS my hand and official seal.

Artye Brooke
SIGNATURE OF NOTARY PUBLIC
Notary Public for South Dakota
My Commission Expires: 12-22-17

EXHIBIT "A"

FIRE HYDRANT EASEMENT

for Sanford World Clinics to the City of Klamath Falls

A Fire Hydrant Easement located on Parcel 1 of Land Partition 3-12, located in the Southeast One-Quarter of the Northwest One-Quarter (SE 1/4 NW 1/4) of Section Twenty (20), Township Thirty-Eight (38) South, Range Nine (9) East, Willamette Meridian, City of Klamath Falls, Klamath County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of Parcel 1 of said Land Partition 3-12; thence along the Southerly line of said Parcel 1 along an arc of a 1558.11 foot radius curve the right 79.71 feet, the chord of which bears North 67°34'36" West 79.70 feet to the TRUE POINT OF BEGINNING of said Fire Hydrant Easement; thence along said Southerly line along an arc of a 1558.11 foot radius curve to the right 16.11 feet, the chord of which bears North 65°48'54" West 16.11 feet; thence leaving said right-of-way line North 24°28'53" East 8.00 feet; thence along an arc of a 1550.11 foot radius curve to the left 16.03 feet, the chord of which bears South 65°48'54" East 16.03 feet; thence South 23°53'20" West 8.00 feet to the TRUE POINT OF BEGINNING.

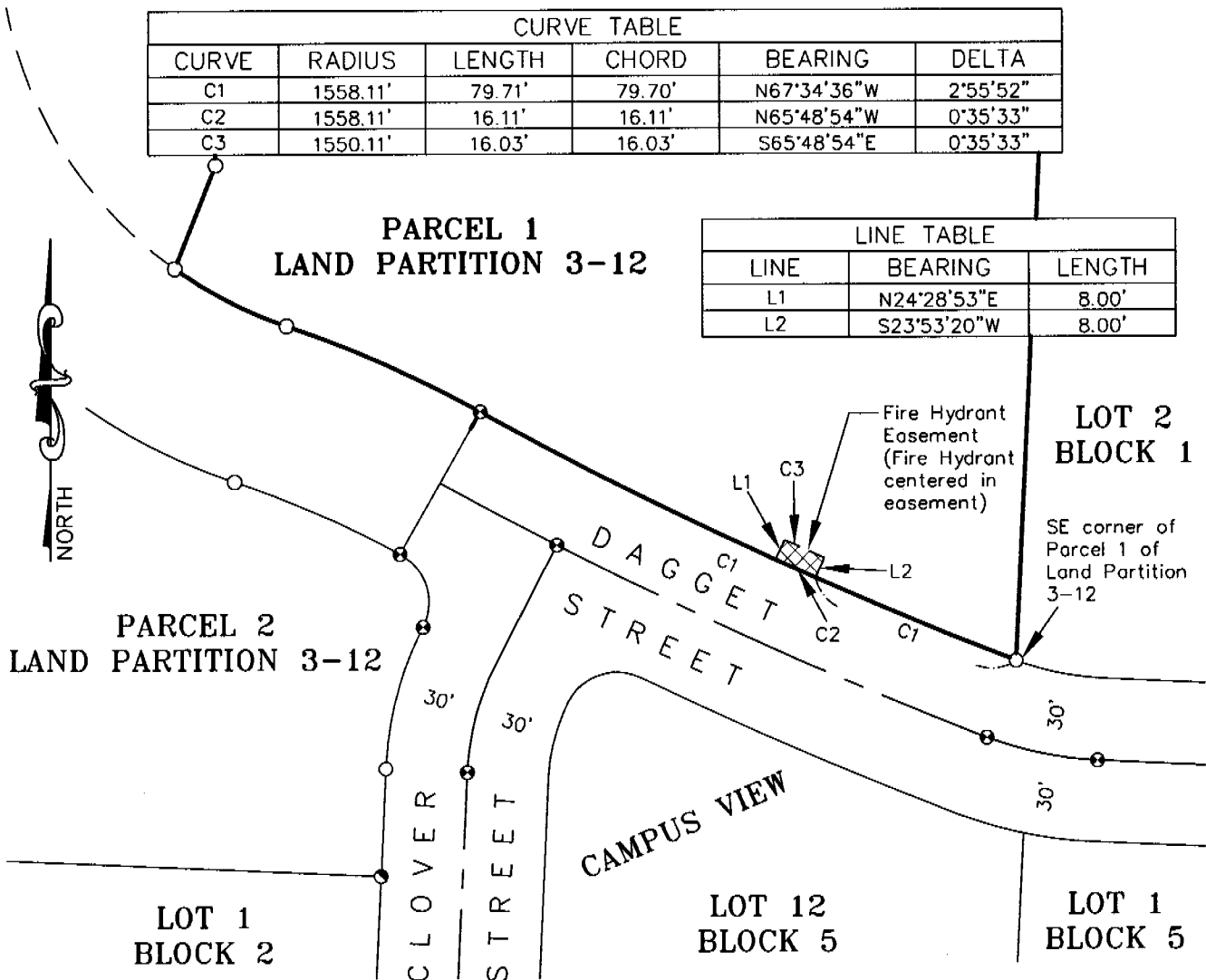
Sun Country Engineering & Surveying, Inc.

FIRE HYDRANT EASEMENT EXHIBIT "A"

LOCATED ON PARCEL 1 OF LAND PARTITION 3-12, LOCATED IN THE
SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF
SECTION 20, TOWNSHIP 38 SOUTH, RANGE 9 EAST, WILLAMETTE
MERIDIAN, CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	1558.11'	79.71'	79.70'	N67°34'36"W	2°55'52"
C2	1558.11'	16.11'	16.11'	N65°48'54"W	0°35'33"
C3	1550.11'	16.03'	16.03'	S65°48'54"E	0°35'33"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N24°28'53"E	8.00'
L2	S23°53'20"W	8.00'



SCALE: 1" = 60'
DATE: 9-19-12
WO#: 7270b-23

DEVELOPER:
SANFORD WORLD CLINICS
P.O. BOX 5039
SIOUX FALLS, SD 57117

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 9, 2007
KEVIN JAMES BLAKLEY
69432

RENEWABLE 12-31-2013