



LEASE OF KLAMATH COUNTY PROPERTY

THIS INDENTURE OF LEASE is made and entered into this 19th day of April, 2016, by and between Klamath County, a political subdivision of the State of Oregon (County), hereinafter called the LESSOR, and Klamath Falls Little League hereinafter called the LESSEE.

WITNESSETH: In consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be paid, kept and faithfully performed, the Lessor does hereby lease, demise and let unto the said Lessee those certain premises situated in the County of Klamath and State of Oregon, known and described as follows:

SEE ATTACHED EXHIBIT "A" WHICH IS MADE A PART HEREOF BY THIS REFERENCE

Terms

1. The term of this Lease shall be May 01, 2016 through April 30, 2036 with an option of one twenty (20) year lease extension at that time and one additional ten (10) year lease extension.
2. Lessee agrees to pay Lessor for the exclusive use of property described in Exhibit "A" to include all improvements placed upon said property which are commonly known as Klamath Falls Little League addressed as 5546 Summers Ln, Klamath Falls, Oregon for the sum of \$150.00 a year,
3. The amount of the "rental" amount has been negotiated to reflect savings as a result of property tax relief; the lessor certifies that this "rental" amount is below that which would be charged for this property to a "for profit" enterprise. Therefore, it is established that the benefit of the property tax relief is being passed on to Klamath Falls Little League.
4. Lessee shall maintain adequate casualty and building insurance to cover losses on the improvements due to fire.
5. Lessee shall maintain adequate liability insurance for liability related to the building structures.
6. Lessee shall maintain insurance covering Lessor's property inside the buildings (if any).
7. Lessee shall be responsible for maintaining adequate reserve funds in the amount of \$1,000 each year up to a maximum of \$20,000 to provide coverage for incidents related to Lessee's property and conduct of persons related to Lessee's business inside the building in keeping with the intended purpose of this Lease. The reserve fund shall be maintained until such time as this Lease expires and may be drawn upon to provide for facility and property maintenance throughout the term of the lease.

Lessee's Acceptance of Lease. The Lessee accepts said letting and agrees to pay to the order of the Lessor the rental fee above stated for the full term of this Lease, in advance, at the times and in the manner aforesaid unless terminated or modified pursuant to other provisions of this Lease agreement.

I. Use of Premises

- (a) The Lessee shall use said demised premises during the term of this Lease for the conduct of baseball and softball games and for no other purpose whatsoever without Lessor's written consent.
- (b) Lessee shall comply at Lessee's own expense with all laws of any municipal, county, state, federal or other public authority respecting the use of said leased premises. Both parties agree to comply with the Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, as amended. Specifically, in the carrying out of this Agreement, neither party shall discriminate in any way as to race, color, creed, national origin, or in any other respect which would violate the aforesaid acts. The Lessee shall be solely responsible for any licenses or permits required by law, and shall pay all costs, required taxes, fees and charges prescribed by law.

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(c) Lessee shall regularly occupy and use the demised premises for the conduct of Lessee's business and shall not abandon or vacate the premises for more than ten days without written approval of Lessor.

II. **Utilities.** The Lessee shall timely pay for all heat, light, water, power and other services or utilities used in the above demised premises during the term of this Lease.

III. **Repairs and Improvements.**

(a) The Lessor shall not be required to make any repairs, alterations, additions or improvements to or upon said premises during the term of this Lease, except only those hereinafter specifically provided for or later agreed to. Lessee hereby agrees to make no alterations, additions or improvements to or upon said premises without the written consent of the Lessor first being obtained.

(b) The Lessee agrees to maintain in good order and repair during the term of this lease all the improvements in which the demised premises are situated. It is understood and agreed that the Lessee reserves and at any and all times shall have the right to alter, repair or improve all the improvements of which said demised premises are a part, or to add thereto and for that purpose at any time may erect scaffolding and all other necessary structures about and upon the demised premises and Lessee and Lessee's representative, contractors and workmen for that purpose may enter in or about the said demised premises with such materials as Lessee may deem necessary therefore, and Lessee waives any claims to damages including loss of business therefrom.

(c) Lessor shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the premises, whether known or unknown, or for damage by storm, rain, or leakage or any other occurrence.

IV. **Maintenance.** Lessee shall throughout the term of this Lease without cost to Lessor, keep and maintain the leased Premises and all improvements, landscaping, fixtures, and equipment which may now or hereafter exist thereon, in a neat, clean, safe and sanitary condition and shall at all times preserve the Premises in good and safe repair. Upon the expiration or sooner termination of the Lease, Lessee shall forthwith return the same in as good a condition as existed at the commencement of occupancy (ordinary wear and tear excepted).

If, after thirty (30) days' notice from Lessor, Lessee fails to maintain or repair any part of the leased Premises or any improvement, landscaping, fixtures or equipment thereon, Lessor may, but shall not be obligated to, enter upon the leased Premises and perform such maintenance or repair, and Lessee agrees to pay the costs thereof to Lessor upon receipt of a written demand. Any unpaid sums under this paragraph shall be payable as additional rent on the next rent payment date due following the written demand and will bear interest at the maximum rate allowed by Oregon State Law.

V. **Lessor's Right of Entry.** It shall be lawful for the Lessor, its agents and representatives, at any reasonable time upon twenty-four (24) hour notice to enter into or upon said demised premises for the purpose of examining into the condition thereof, or any other lawful purpose.

VI. **Right of Assignment.** The Lessee **will not** assign, transfer, pledge, hypothecate, surrender or dispose of this Lease, or any interest herein, sublet, or permit any other person or persons whomsoever to occupy the demised premises without the written consent of the Lessor being first obtained in writing. This Lease is personal to said Lessee; Lessee's interest, in whole or part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the Lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the Lessee, or in any other manner, except as above mentioned.

VII. **Liens.** The Lessee will not permit any lien of any kind, type or description to be placed or imposed upon the improvements in which said leased premises are situated, or any part thereof, or the real estate upon which it stands.

VIII. **Advertising Signs.** The Lessee shall coordinate with Lessor regarding the placement of signs for advertising or displaying the name or business.

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IX. Insurance.

- a. The Lessee shall procure and maintain in force, for the entire duration of this Lease, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the Lease or his subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.
- b. The Lessee shall furnish to Klamath County an Accord 25-S certificate of insurance evidencing the existence of all insurance coverages required by this Lease prior to the commencement of any work.
- c. **Notice of Cancellation or Change.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) **without thirty (30) days** written from the Lessee or its insurer(s) to Klamath County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Lease and shall be grounds for immediate termination of this Lease by Klamath County.

d. Commercial General Liability Insurance (CGL):

- i. Commercial General Liability Insurance (CGL) shall be provided on an Occurrence Form with coverage limits as shown in this section below. Claims made coverage and Modified occurrence forms are unacceptable.

Each Occurrence Limit:	\$3,000,000
General Aggregate Limit:	\$3,000,000
Products/Completed Operations Limit:	\$3,000,000
Personal and Advertising Injury Limit:	\$3,000,000

- ii. Lessee shall endorse the CGL to include Klamath County as an **"additional insured"**, including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010\1985 edition or its equivalent.
- iii. The Lessee's insurance shall be primary and not excess to, or contributory with any insurance coverage provided by Klamath County. The Lessee's insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this Lease.
- iv. CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.
 - i. Lessee shall ensure that the County is provided with a renewal certificate at least fifteen (15) days prior to the expiration date of the coverage in the event that the original certificate expires prior to the scheduled termination of the Contract.

X. **No Third Party Beneficiaries.** The Lessor and Lessee are the only parties to the Lease and are the only parties entitled to enforce its terms. Nothing in this Lease gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Lease.

XI. **Merger.** This Lease constitutes the entire Lease agreement between the parties, and there are no understandings, agreements, or representations, oral or written, not specified herein regarding this Lease.

XII. **Fixtures.** All plumbing, electrical wiring, additions to or improvements upon said leased premise installed by the Lessor shall be and become a part of the building as soon as installed and the property of the Lessor unless otherwise herein provided.

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- XIII. **Damage by Casualty, Fire and Duty to Repair.** In the event of the destruction of the improvements in which said leased premises are located by fire or casualty, either party hereto may terminate this Lease as of the date of said fire or casualty; provided, however, in the event of damage to said building by fire or casualty to the extent of thirty percent (30%) or more of the sound value of said building, the Lessor may elect to repair said improvements at Lessor's own expense or to terminate the Lease. Written notice of said election shall be given the Lessee within fifteen (15) days after the occurrence of said damage. If said notice to repair is not so given by Lessor, then Lessor conclusively shall be deemed to have elected not to repair and the Lease shall be terminated. In the event Lessor elects not to repair said improvements, then and in that event this Lease shall terminate with the date of said damage; but if the improvements in which said leased premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and Lessor elects to repair, as aforesaid, then the Lessor shall repair said improvements with all convenient speed and shall have the right to take possession of or occupy, to the exclusion of the Lessee, all or any part of said improvements in order to make the necessary repairs; and the Lessee hereby agrees to vacate upon request, all or any part of said improvements which the Lessor may require for the purpose of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its interference with the occupancy of said leased premises by said Lessee shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of said premises by Lessee, then there shall be no abatement of rent and the Lessor shall repair said damage with all convenient speed.
- XIV. **Waiver of Subrogation Rights.** Neither the Lessor nor the Lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the improvements which the leased premises area apart of or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of the Lessor or Lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the Lessor and the Lessee that the rentals reserved by this Lease have been fixed in contemplation that each party shall fully provide its own insurance protection at its own expense, and that each party shall look to its respective insurance carrier or carriers for reimbursement of any such loss, and, further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this Lease. Neither the Lessor nor the Lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.
- XV. **Constraints.** This Lease is expressly subject to the debt limitation of Oregon counties as set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein that would conflict with such laws are deemed inoperative to that extent.
- XVI. **Eminent Domain.** In the case of the condemnation or purchase of all or any substantial part of the said demised premises by any public or private corporation with the power of condemnation this Lease may be terminated, effective on the date possession is taken, by either party hereto on written notice to the other and in that case the Lessee shall not be liable for any rent after the termination date. Lessee shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.
- XVII. **Delivering up Premises on Termination.**
- a. At the expiration of the term of this Lease or upon any sooner termination thereof, the Lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same, broom-clean, to the Lessor or those having Lessor's estate in premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by the Lessor.
 - b. This Lease may be terminated by either party giving written notice to the other party at least **thirty (30) days** prior to the termination date.
 - c. The County reserves the right to terminate this Lease upon loss of insurance of Lessee.

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- d. The County reserves the right to terminate this Lease with twenty-four (24) hour notice should the County find the Lessee has failed to provide the agreed upon services in keeping with the conditions of this Lease, or relevant law, rule or regulation or has performed in a manner determined to have violated the civil rights of, or otherwise caused harm to, any individual serviced under this Lease.

XVIII. Attachment, Bankruptcy, Default.

PROVIDED, ALWAYS, and these presents are upon the conditions that:

- a. if the Lessee shall be in arrears in the payments of said rent for a period of ten days after the same becomes due, or
- b. if the Lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Lessee's part to be done, kept or performed and observed and such default shall continue for ten days or more after written notice of such failure or neglect shall be given to Lessee, or
- c. if the Lessee shall be declared bankrupt or insolvent according to law, or
- d. if any assignment of Lessee's property shall be made for the benefit of creditors, or
- e. if on the expiration of this Lease Lessee fails to surrender possession of said leased premises, then and in either or any of said cases or events, the Lessor or those having Lessor's estate in the premises, may terminate this Lease and, lawfully, at his or their option immediately or at any time thereafter, without demand or notice, may enter into and upon said demised premises and every part thereof and repossess the same as of Lessor's former estate, and expel said Lessee and those claiming by, through and under Lessee and remove Lessee's effects at Lessee's expense, forcibly if necessary and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

Neither the termination of this Lease by forfeiture nor the taking or recovery of possession of the premises shall deprive Lessor of any other action, right, or remedy against Lessee for possession, rent or damages, nor shall any omission by Lessor to enforce any forfeiture, right or remedy to which Lessor may be entitled be deemed a waiver by Lessor of the right to enforce the performance of all terms and conditions of this Lease by Lessee.

In the event of any re-entry by Lessor, Lessor may lease or re-let the premises in whole or in part to any tenant or tenants who may be satisfactory to Lessor, for any duration, and for the best rent, terms and conditions as Lessor may reasonably obtain. Lessor shall apply the rent received from any new tenant first to the cost of retaking and re-letting the premises, including remodeling required to obtain any new tenant, and then to any arrears for rent and future rent payable under this Lease and any other damages to which Lessor may be entitled to hereunder.

Any property which Lessee leaves on the premises after abandonment or expiration of the Lease, or for more than **ten (10) days** after any termination of the Lease by Lessor, shall be deemed to have been abandoned, and Lessor may remove and sell said property at public or private sale as Lessor sees fit, without being liable for any prosecution therefore or for damages by reason thereof, and the net proceeds of said sale shall be applied toward the expenses of Lessor and rent as aforesaid, and the balance of such amounts, if any, shall be held for and paid to Lessee.

- XIX. **Holding Over.** In the event the Lessee for any reason shall hold over the expiration of the Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create a tenancy from month to month at the current rate of rental which may be terminated with **thirty (30) day** notice by the Lessor.

XX. **Hazardous Materials and Environmental Compliance. Definition:**

"Hazardous Materials" as used herein shall mean.

Any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances; or

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Any dangerous waste or hazardous waste as defined in: Oregon Hazardous Waste Management Act as now existing or hereafter amended.

Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

Any hazardous substance as defined in:

Comprehensive Environmental Response, Compensation and Liability Act of 1980 as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or

Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

- XXI. **Waiver.** Any waiver by the Lessor of any breach of any covenant herein contained to be kept and performed by the Lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Lessor from declaring a forfeiture of any succeeding breach, either of the same conditions or covenant or otherwise.
- XXII. **Severability.** The parties agree that if any term or provision of this Lease is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Lease did not contain the particular term or provision held to be invalid.
- XXIII. **Attorney Fees.** In the event suit or action is instituted to enforce any of the terms of this Lease, each party shall be responsible for its own attorney fees, costs and related expenses.
- XXIV. **Notices.** Any notice required by the terms of this Lease to be given by one party hereto to the other or desired to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U.S. Registered Mail with postage fully prepaid, and if intended for the Lessor herein then if addressed to said Lessor at **305 Main Street, Klamath Falls, OR 97601**; and if intended for the Lessee, then addressed to the Lessee at 5546 Summers Ln, **Klamath Falls, OR 97603**. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof **forty-eight (48) hours** after the deposit thereof in said U.S. Registered Mail.
- XXV. **Conflict of interest.**
- a. Klamath County desires to have the Lessee refrain from activities which could be interpreted as creating an organizational conflict of interest.
 - b. The Lessee agrees to avoid any activities which may influence the decisions of Klamath County or which directly or indirectly affect the interest of the County where the Lessee has personal interest in the matter which may be incompatible with the interest of Klamath County Government, and to promptly notify County regarding any change in Lessee's private interests or the Services under this Lease which may result or appear to result in a conflict of interest.
- XXVI. **Heirs and Assigns.** All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and, so far as this Lease is assignable by the terms hereof, to the assigns of such parties.
- In construing this Lease, it is understood that the Lessor or the Lessee may be more than one person; that as the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.
- XXVII. **Indemnification.** Lessee hereby covenants and agrees to defend, indemnify and hold harmless Lessor, its agents, officers and employees from any losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person including and resulting in death, or damage including loss or destruction to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of the Lessee, including loss or liability contributed to by the Lessor's own negligence. This right of indemnification is in addition to and not in replacement of any other right that the Lessor may have under any statute or under the common law.

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These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this 19th day of April, 2016:

LESSOR: Klamath County, Oregon by and through its Board of County Commissioners

Kelley Minty-Morris
Kelley Minty-Morris, Chair

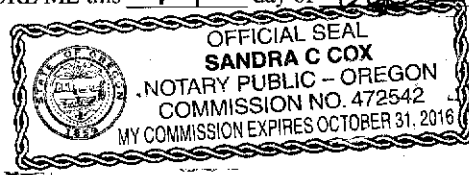
James Bellet
James Bellet, Commissioner

Thomas Mallams
Thomas Mallams, Commissioner

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above named KELLEY MINTY-MORRIS, JAMES BELLET and THOMAS MALLAMS, Commissioners for the County of Klamath, State of Oregon, known to be the identical persons described as lessors in the within lease and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME this 19 day of April, 2016



Sandra C Cox
NOTARY PUBLIC FOR OREGON
My Commission expires: 10/31/16

LESSEE: Klamath Falls Little League, an Oregon non-profit corporation

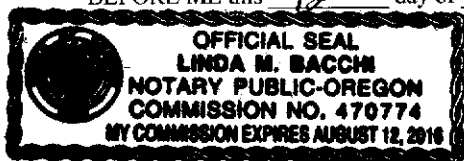
PO Box 1212
Klamath Falls, OR 97601
(541) 882-2575

Kimberly D. Price
Kimberly D. Price, Treasurer
EIN: 93-0729686

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above named KIMBERLY D PRICE, who being duly sworn, did say that she is the Treasurer of Klamath Falls Little League, an Oregon non-profit corporation ~~Oregon~~, the said lease was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged said lease to be its voluntary act and deed.

BEFORE ME this 12th day of April, 2016



Linda M. Bacchi
NOTARY PUBLIC FOR OREGON
My Commission expires: August 12, 2016

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Approved as to form and legal sufficiency:



David P. Groff
Klamath County Counsel

4/18/2016
Date

Until a change is requested all tax statements shall be sent to the following address:

Klamath County
c/o Klamath Falls Little League
PO Box 1212
Klamath Falls, OR 97601

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"EXHIBIT A"

**LEGAL DESCRIPTIONS
KLAMATH FALLS LITTLE LEAGUE**

See Attached Legals

Klamath Falls Little League Lease Description

Commencing at the East $\frac{1}{4}$ corner of Section 15, T.39S., R.9E., W.M.; thence along the East line of said Section 15, S $0^{\circ} 06' 00''$ W – 1019.8 feet; thence N $89^{\circ} 31' 00''$ W – 30.00 feet to the West right of way line of Summers Lane; thence continuing N $89^{\circ} 31' 00''$ W – 248.00 feet to the true point of beginning; thence continuing N $89^{\circ} 31' 00''$ W – 112.00 feet; thence N $0^{\circ} 06' 00''$ E – 121.00 feet; thence S $89^{\circ} 31' 00''$ E – 30.00 feet; thence N $0^{\circ} 06' 00''$ E – 528.00 feet; thence N $89^{\circ} 31' 00''$ W – 84.44 feet, thence N $0^{\circ} 00' 00''$ E – 623.79 feet; thence N $89^{\circ} 47' 35''$ W – 298.82 feet; thence N $0^{\circ} 26' 42''$ W – 70.80 feet; thence N $88^{\circ} 04' 35''$ W – 1280.66 feet; thence S $0^{\circ} 30' 07''$ W – 154.10 feet to the Easterly right of way line of the Burlington Northern Railroad; thence along said easterly right of way line, S $47^{\circ} 24' 08''$ E – 2224.29 to the north right of way line of the Southside Express Way; thence along said North right of way line N $87^{\circ} 08' 03''$ E – 108.27 feet; thence N $0^{\circ} 06' 00''$ E – 265.12 feet more or less to the point of beginning. The basis of bearings for this description is record of Survey #2326 on file in the Klamath County Surveyor's Office.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael R. Markus

OREGON
JULY 16, 1987
MICHAEL R. MARKUS
2296

RENEWAL 12/31/2016

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Legal description for R-3909-015D0-00200 obtained from recorded document: M73-4770

Commencing at the one-quarter corner common to Sections 14 and 15, Township 39 South, Range 9 East, W.M.; Klamath County, Oregon; thence S. 0°06' W. along the East boundary of Section 15, a distance of 898.60 feet; thence N. 89°54' W., 30.00 feet to the Northeast corner of that property described in Volume 223, page 319, of the Deed Records of Klamath County, Oregon, for the true point of beginning; thence N. 89°31' West along the North boundary of said tract, 330.00 feet; thence N. 0°06' E., parallel to the East boundary of Section 15, a distance of 528.00 feet; said point being the Northeast corner of a tract of land described in Volume 148, page 493 of the Deed Records of Klamath County, Oregon; thence S. 89°31' East, 70.00 feet; thence S. 0°06' West 468.00 feet; thence South 89°31' East, 260.00 feet to the West boundary of Summers Lane; thence South 0°06' West along said boundary, 60.00 feet to the true point of beginning. Containing 1.21 acres, more or less. The basis of bearings for this description is the subdivision plat of Elmwood Park.