

E A S E M E N T   A G R E E M E N T

Klamath Falls Intercommunity Hospital Authority, a municipal corporation, owner of certain described real property situate in Klamath County, Oregon, being:

## Parcel 1:

A Parcel of land situate in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin marking the Northeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 20, Township 38 South, Range 9 East of the Willamette Meridian; thence S. 0°46' W. along the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$  a distance of 100.00 feet to a point; thence N. 89°21' W. a distance of 420.87 feet to a point; thence S. 20°39'40" W. a distance of 504.11 feet to a point on the Northerly line of Foothill Boulevard in the plat of McLoughlin Heights Subdivision; thence Westerly along said Northerly line to its intersection with the Northeasterly line of Daggett Avenue as shown on the plat of Re-subdivision of a portion of McLoughlin Heights; thence Northwesterly along the Northeasterly line of Daggett Avenue to an iron pin on the West line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence N. 0°51' E. along said West line a distance of 381.24 feet, more or less, to the Northwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence S. 89°21' E. along the North line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ , a distance of 1318.1 feet, more or less, to the point of beginning.

## Parcel 2:

Lots 1 through 7 and Lots 16 through 22 in Block 6 of McLoughlin Heights, according to the official plat thereof on file in the records of Klamath County, Oregon.

## Parcel 3:

A Parcel of land situate in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a Brass cap monument marking the Northeast corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 20, which monument also marks the Northeast corner of McLoughlin Heights subdivision; thence N. 89°10' W. along the North line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$  a distance of 182.58 feet to a point on the easterly line of Campus Drive; thence S. 2°38' W. along the easterly line of Campus Drive to its intersection with the Northerly line of Daggett Avenue; thence East along the Northerly line of Daggett Avenue a distance of 191.34 feet, more or less, to the East line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence N. 0°51' E. along said East line a distance of 381.24 feet, more or less to the point of beginning.

Excepting therefrom property conveyed under deed recorded in Vol. M-75, page 8321:

A tract of land situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 20, Township 38 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, being a portion of Blocks 7 and 8 and vacated Hilltop Street, McLoughlin Heights Subdivision more particularly described as follows:

Commencing at the Northeast corner of McLoughlin Heights; thence South 0°46'00" West, along the East boundary of McLoughlin Heights 100.00 feet to the true point of beginning of this description; thence South 0°46'00" West along the East boundary of McLoughlin Heights, 572.30 feet to the North boundary of Foothills Boulevard; thence 40.57 feet along the arc of a 20.00 foot radius curve to the right (the long chord of which bears South 58°53' West 33.97 feet); thence North 63°00'00" West along the North boundary of Foothills Boulevard 104.35 feet; thence 482.81 feet along the arc of a 774.83 foot radius curve to the left (the long chord of which bears North 80°51'03" West 475.03 feet); thence leaving said road boundary North 20°39'40" East 504.11 feet; thence South 89°21'00" East 420.37 feet to the true point of beginning, containing 5.89 acres, more or less.

and

Klamath County, a political subdivision of the State of Oregon, owner of certain described real property situate in Klamath County, Oregon, being:

A tract of land situated in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 20, Township 38 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, being a portion of Blocks 7 and 8 and vacated Hilltop Street, McLoughlin Heights Subdivision, more particularly described as follows:

Commencing at the Northeast corner of McLoughlin Heights; thence South 0°46'00" West, along the East boundary of McLoughlin Heights, 100.00 feet to the true point of beginning of this description; thence South 0°46'00" West, along the East boundary of McLoughlin Heights, 572.30 feet to the North boundary of Foothills Boulevard; thence 40.57 feet along the arc of a 20.00 foot radius curve to the right (the long chord of which bears South 58°53' West, 33.97 feet); thence North 63°00'00" West, along the North boundary of Foothills Boulevard, 104.35 feet; thence 482.81 feet along the arc of a 774.83 foot radius curve to the left (the long chord of which bears North 80°51'03" West, 475.03 feet), thence leaving said road boundary North 20°39'40" East, 504.11 feet; thence South 89°21'00" East, 420.87 feet to the true point of beginning.

Together with Block 6, Lots 8, 9, 10, 11, 12, 13, 14, and 15 of McLoughlin Heights Subdivision in the City of Klamath Falls, Oregon.



That Klamath Falls Intercommunity Hospital Authority, grantor, hereby grants and conveys to Klamath County, Oregon, a political subdivision of the State of Oregon, the following easements appurtenant to property owned by said Klamath County:

1. Road Access: Klamath Falls Intercommunity Hospital Authority hereby grants to Klamath County an exclusive easement for a service road over the real property more particularly described as follows:

An easement for the purpose of ingress and egress located in Block 8, McLoughlin Heights, Klamath Falls, Oregon more particularly described as follows:

Beginning at the Northeast corner of Block 8, McLoughlin Heights; thence South  $00^{\circ}46'00''$  West along the East boundary of McLoughlin Heights, 100.00 feet; thence North  $89^{\circ}21'00''$  West parallel with the North boundary of McLoughlin Heights, 19.00 feet; thence North  $9^{\circ}44'34''$  East, 101.27 feet to the North boundary of McLoughlin Heights; thence South  $89^{\circ}21'00''$  East along said North boundary, 3.20 feet to the point of beginning.

2. Connecting Corridor: Klamath Falls Intercommunity Hospital Authority hereby grants unto Klamath County an exclusive easement over the real property lying directly beneath the connecting corridor more particularly described in Exhibit "A", attached hereto, by this reference incorporated herein at each place it is referred to herein as though fully set forth at each of said places, for the construction, operation and maintenance of said corridor, all of the costs for which shall be borne by Klamath County.

3. Service Easements: Klamath Falls Intercommunity Hospital Authority hereby grants unto Klamath County easements for the construction, operation and maintenance of the following service easements upon grantor's real property, each as more particularly described in Exhibit "A":

- a. heating and cooling connecting tunnel
- b. sanitary sewer line
- c. gas line
- d. telephone lines
- e. power cables
- f. storm sewer
- g. oxygen supply line

With the exception of the sanitary sewer line, all costs of maintenance, operation and construction shall be borne by grantee. In the case of the sanitary sewer line, all costs of construction, operation and maintenance shall be borne by grantee to the point of connection and from that point forward such costs shall be borne equally by grantor and grantee. The parties recognize that in the event of a problem concerning the sanitary sewer line, the problem will first effect grantor; therefore, grantor shall have the sole responsibility of determining when and to what extent repairs are necessary, the costs of which shall be borne as previously set forth.

With relation to each of the easements granted to grantee by grantor, grantee shall hold grantor harmless from any and all liability, costs, claims and damages arising from grantee's construction, operation or maintenance of said easements, including, but not limited to, damage to the property of grantor, or others; the replacing of the property in its condition previous to the construction, operation and maintenance of the items for which said easements exist; damage to any person resulting therefrom, which said costs shall include any attorney fee and court costs incurred by grantor in either defending any of said claims or in enforcing the terms of this indemnity, whether such costs are at trial or on appeal.

4. Additional Property: Grantor also grants unto grantee such additional property adjoining said easements as is reasonably necessary for grantee to utilize in the construction or maintenance of said easements.

5. Further Transfer by Grantee: Grantee may, without further consent of grantor, grant easements over the property granted herein to grantee to third parties as is necessary for the establishment of any utilities, and grantee may make such contracts with any private party, company or utility to construct or maintain the utilities placed in said service easements.



6. Other Obligations of Maintenance: Klamath County shall maintain the telephone lines running from the Klamath County Nursing Home to the main switchboard situate in Presbyterian Intercommunity Hospital, Inc., the pneumatic tube running from the main switching assembly situate in Presbyterian Intercommunity Hospital, Inc., to the Klamath County Nursing Home, television cable running to said Klamath County Nursing Home from Presbyterian Intercommunity Hospital, Inc., and all of the connecting corridor, including general maintenance, electrical fixtures, and power supply, with the exception of the aluminum ceiling and lighting on the bottom of the corridor, which has been installed by Presbyterian Intercommunity Hospital, Inc. In connection with the foregoing, Klamath County shall coordinate its maintenance of the above said items with Presbyterian Intercommunity Hospital, Inc., and in the event that damage is caused by Klamath County in the course of such maintenance, Klamath County shall repair or replace said damaged items of Presbyterian Intercommunity Hospital, Inc., or Klamath Falls Intercommunity Hospital Authority, as the same was previous to said damage.

7. Grantor shall permit no use of the area surrounding the above described easements which will cause the disruption of any of the permitted uses, or materially increase the burdens of construction operation or maintenance without first acquiring the express written consent of grantee. Grantor shall advise all agents and contractors of the existence of all such easements and their location, prior to any work on the premises which might disrupt services contained within the easements. In the event of any damage or disruption, grantor shall bear the costs of repair and hold grantee harmless from any and all liability, costs, claims and damages including but not limited to damage to the property of grantor, or others; the replacing of the property in its condition previous to the

above  
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construction, operation and maintenance of the items for which said easements exist; damage to any person resulting therefrom, which said costs shall include any attorney fee and court costs incurred by grantor in either defending any of said claims or in enforcing the terms of this indemnity, whether such costs are at trial or on appeal.

8. Grantor and Grantee hereby acknowledge that from time to time it may become necessary to expand or improve the facilities located on their respective properties. It is therefore expressly made a condition of this grant of easements that either party may from time to time require the relocation of the above described service easements. The party desiring such relocation shall bear all costs of relocation, including the costs of survey, construction reconnection, demolition, and alternate services required, and shall hold the other party harmless from any and all liability, costs, claims or damages arising therefrom, including, but not limited to, damage to the property of grantor, or others; the replacing of the property in its condition previous to the construction, operation and maintenance of the items for which said easements exist; damage to any person resulting therefrom, which said costs shall include any attorney fee and court costs incurred by grantor in either defending any of said claims or in enforcing the terms of this indemnity, whether such costs are at trial or on appeal. Prior to commencing such relocation, all work shall be coordinated between the designated representatives of the parties so as to minimize any inconvenience to the respective facilities. No changes shall be made which will materially increase the costs of operation or maintenance of the described easements.

NOW, THEREFORE, effective as of the date below signed, the above described easements are hereby granted this 22 day of ~~December~~ <sup>February</sup>, 1978.

By Virtue of powers conferred under Oregon Revised Statutes, this Easement Agreement is exercised by



18858 903

KLAMATH COUNTY BOARD OF COMMISSIONERS

By Lloyd Gift  
Lloyd Gift, Chairman  
Raymond P. Thorne  
Raymond P. Thorne, Commissioner  
Nell Kuonen  
Nell Kuonen, Commissioner

KLAMATH FALLS INTERCOMMUNITY HOSPITAL  
AUTHORITY

By David R. Arnold  
David R. Arnold, Authorized Agent

STATE OF OREGON     )  
                              ) ss.  
County of Klamath )

BE IT REMEMBERED that on this 22nd day of February, 1977, before me, the undersigned, appeared LLOYD GIFT, Chairman of the Board, RAYMOND P. THORNE and NELL KUONEN, The County Commissioners, respectively, to me personally known, who being duly sworn, did say that he, the said LLOYD GIFT is the duly elected, qualified and acting Chairman of the Board of County Commissioners of Klamath County, Oregon, and that they, the said RAYMOND P. THORNE and NELL KUONEN, are the duly elected, qualified and acting Commissioners, respectively, of said County and State; and that the seal affixed to said instrument is that of said County and State; and said Chairman and said two Commissioners of said County and State acknowledge said instrument to be the free act and deed of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first in this, my certificate, written.

(SEAL)

Virginia Richey  
Notary Public for Oregon  
My Commission expires: Sept. 23, 1980

18859

901

STATE OF OREGON     )  
                          ) ss.  
County of Klamath )

Feb 18, 1977

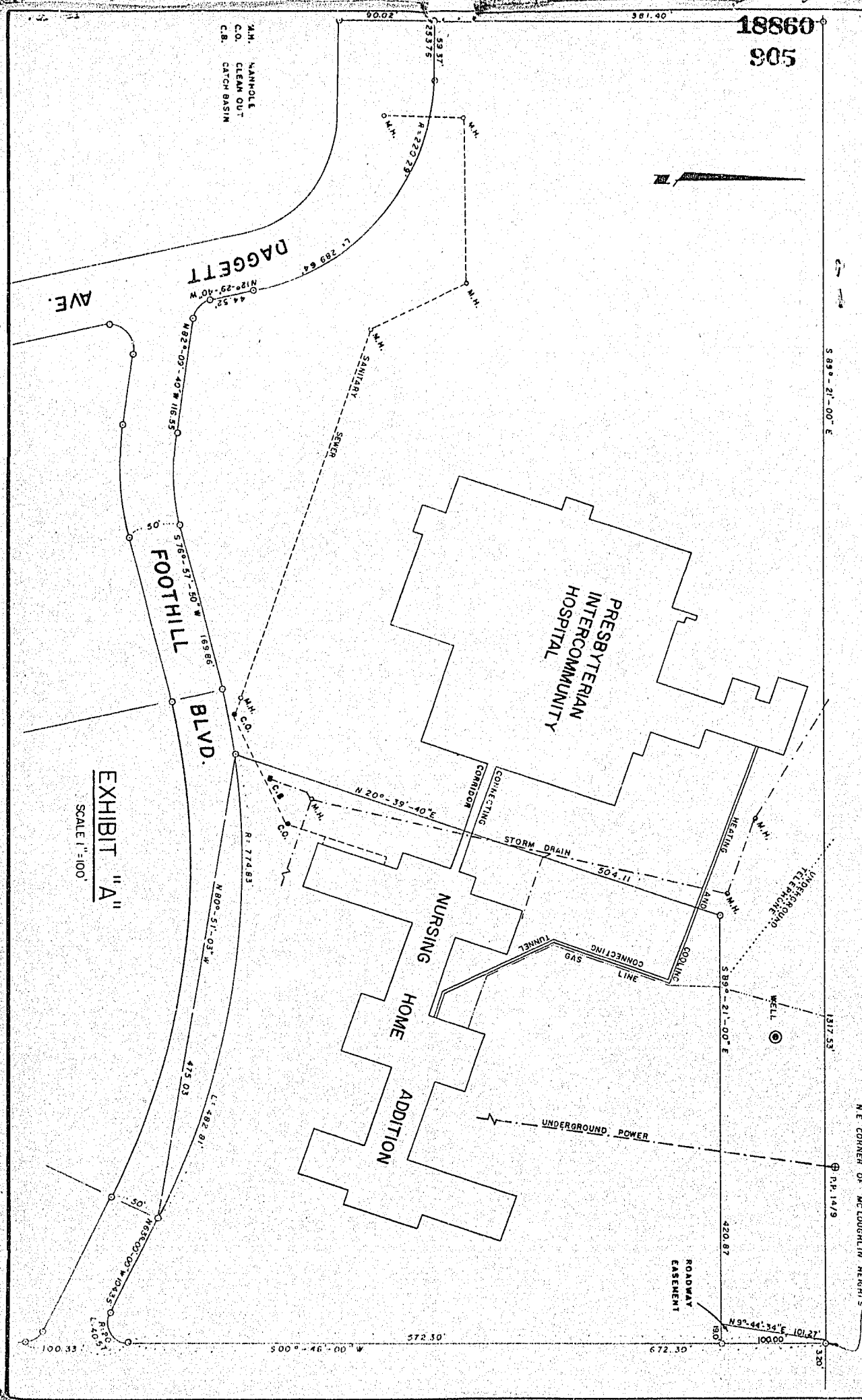
Personally appeared David R. Arnold who, being duly sworn, did say that he is the duly appointed, authorized agent of the Klamath Falls Intercommunity Hospital Authority, a municipal corporation, so appointed by Resolution of said Authority; and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Alameda E. Giacomini  
Notary Public for Oregon  
My Commission expires: Aug 5, 1978

(SEAL)





STATE OF OREGON  
I hereby certify that  
OCTOBER A.D., 19  
of INHERITANCE TAX  
FEE \$ 3.00

18861

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at \_\_\_\_\_ of \_\_\_\_\_

this 4th day of October A. D. 1977 at 9:50 clock A. M., and

duly recorded in Vol. m77, of Deeds on Page 18852

Wm D. MILHE, County Clerk

By Bernhardt H. Letick

No Fee

Put: W  
From  
STATE OF OREG  
I hereby certify that  
OCTOBER A.D., 1  
of INHERITANCE TAX  
FEE \$ 3.00