

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 29th day of June, 1979 by and between the STATE OF OREGON acting by and through the STATE BOARD OF HIGHER EDUCATION, on behalf of OREGON INSTITUTE OF TECHNOLOGY, hereinafter referred to as the Board, and the City of Klamath Falls, a municipal corporation located in Klamath County, Oregon, hereinafter known as the City.

WITNESSETH:

WHEREAS: the Board is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit:

Beginning at the Southeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Township 38 South, Range 9 East W.M.; thence South 89°21' East 393.24 feet; thence North 0°46' East 1962.00 feet; thence North 89°05' West 2675.11 feet; thence South 0°50' West 1969.63 feet; thence South 89°10' East 966.14 feet; thence South 89°21' East 1318.1 feet to the point of beginning; containing 120.00 acres, more or less; ALSO, beginning at the Northwest corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 20; thence South along the West boundary of same a distance of 400.0 feet; thence East, parallel with the North boundary 544.5 feet; thence North, parallel with the West boundary to the aforesaid North boundary; thence West, along same, to the point of beginning

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the City to the Board paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the Board, they agree as follows:

The Board does hereby grant, assign and set over to the City the western section of campus road "B" from the intersection of Campus Way to the west campus boundary which is described as follows:

Beginning at 3½-inch copper plate set in a 6-inch by 6-inch concrete monument post which is the southwest original boundary corner monument of the Oregon Institute of Technology campus property, as this parcel is shown on the plat of record survey No. 708 filed in the office of the Klamath County Surveyor; thence N 00°51' E on the west line of said Oregon Institute of Technology property, a distance of 170.00 feet; thence S 89°10' E on a line parallel to the south boundary line of said Oregon Institute of Technology property and 170.00 feet north of, measured at a right angle from the aforesaid south boundary, a distance of 768.09 feet; thence S 00°50' W a distance of 170.00 feet to the south boundary line of said Oregon Institute of Technology property; thence N 89°10' W on the south line of the Oregon Institute of Technology property 768.14 feet more or less to the point of beginning.

With the right, privilege and authority, to said City, to construct, maintain, replace, reconstruct and/or remove underground utilities and a roadway, with all appurtenances incident thereto or necessary therewith, on, and under the said premises, and to cut and remove from said right-of-way any trees and other obstructions which may endanger the safety or interfere with the construction, use, or maintenance of said underground utilities and roadway and the right of ingress and egress to, over and from the above described premises at any and all times for the purpose of doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted.

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Except as to the rights herein granted, the Board shall have the full use and control of the above described real estate.

The City shall indemnify and hold harmless the State of Oregon, acting by and through the State Board of Higher Education, the members thereof, and all officers, employees or agents of the State of Oregon, or the State Board of Higher Education, against any and all damages, claims, demands, actions, causes of action, cost and expense of whatever nature which may result from any injury to or the death of any person, or from the loss of or damage to property of any kind or nature whatever in connection with the construction, maintenance, repair or operation of said underground utilities and roadway when such injury, death, loss or damage to property is due to the existence, maintenance or operation of said underground utilities and roadway.

The City shall, upon each and every occasion that such underground utilities and roadway are constructed, maintained, replaced, reconstructed, or removed, restore the premises of the Board to a good and usable condition as near as practicable, and if not practicable, then pay to the Board a reasonable compensation for such conditions that cannot be reasonably or practicably restored to a good and usable condition.

This grant is subject to all existing rights, easements, and appurtenances heretofore granted.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective executors, administrators and successors in interest as well.

If the operation of the underground utilities and the roadway on the above-described real property shall be abandoned by City, all rights granted hereunder shall terminate thereupon.

Dated this 29 day of June, 19 79

APPROVED AS TO FORM:

Edward Branchfield
ASSISTANT ATTORNEY GENERAL
OREGON STATE SYSTEM OF HIGHER EDUCATION

STATE OF OREGON, ACTING BY AND THROUGH THE STATE BOARD OF
HIGHER EDUCATION, on behalf of
OREGON INSTITUTE OF TECHNOLOGY

By Louis B. Perry
Louis B. Perry, President

By Wilma L. Foster
Wilma L. Foster, Secretary

STATE OF OREGON
County of Multnomah
June 29, 19 79

Personally appeared Louis B. Perry, known to me to be the President of the State Board of Higher Education, and acknowledged the foregoing instrument to be the voluntary act of said Board. Before Me:

STATE OF OREGON
County of Fane

July 2, 19 79

Personally appeared Wilma L. Foster, known to me to be the Secretary of the State Board of Higher Education, and acknowledged the foregoing instrument to be the voluntary act of said Board. Before Me:

Hanna A. K. Rimmer
Notary Public for Oregon
My Commission expires: Jan. 23, 1982

Edward Branchfield
Notary Public for Oregon
My Commission expires: July 23, 1980

After recording, return to the City of Klamath Falls, P. O. Box 237,
Klamath Falls, OR 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 24th day of July A.D., 19 79 at 4:04 o'clock P.M., and duly recorded in Vol. 179 of Deeds on Page 17578.

FEE \$6.00

WM. D. MILNE, County Clerk
By Bernice A. Helisch Deputy