

59584

Vol. 1978 Page 19884

EASEMENT

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 GRANTOR, does hereby grant unto the CITY OF KLAMATH FALLS, Klamath County, Oregon, hereinafter referred to as GRANTEE, an easement sixteen feet in width to construct, maintain and repair, remove and replace, utility facilities over, under, across and upon the below described real property which is within GRANTOR'S Oregon Institute of Technology campus.

A sixteen foot wide public utility easement for a municipal water main located in the South half of Section 17 and the Northeast quarter of Section 20, Township 38 South, Range 9 East, of the Willamette Meridian, City of Klamath Falls, County of Klamath, State of Oregon, said strip of land being 8 feet on each side of the following described centerline:

A sixteen foot public utility easement commencing at a 3½ inch copper plate in concrete marking the Northwest corner of the Oregon Institute of Technology property as shown on County Survey 708, on file at the Klamath County Surveyors Office; thence S. 0°51'00"W., along the west line of said property, 50.01 feet to the true point of beginning; thence East, parallel with the north line of said property, 2263.48 feet; thence S. 45°00'00"E., 18.00 feet; thence S. 0°00'51"E., 1863.76 feet; thence S. 45°00'51"E., 18.00 feet; thence S. 89°45'02"E., parallel with the westerly prolongation of the south line of Parcel 1, Land Partition 21-96, recorded in the Klamath County Clerks Office, 343.48 feet to the west line of said Parcel 1 and the end of said 16 foot wide easement. The side lines of said strip to be shortened or lengthened to terminate on the beginning and ending lines as described above.

The location of the above described easement area is shown on the attached Exhibit A.

GRANTOR, and its successors or assigns, shall have the right at its sole discretion to enter upon, over and under this property, and to grant any future easements, licenses, or other interests in this property provided they do not interfere with the GRANTEE'S use of the property.

GRANTEE, its contractors, subcontractors, agents or employees shall have the right to go upon said real property for the purpose of constructing, maintaining, replacing, reconstructing or removing said utility facilities, including clearing and trimming of trees, shrubs, vines or other vegetation the GRANTEE deems prudent to maintain proper clearance and accessibility for the maintenance and operation of the water main facilities, or as may be required by standard utility safety practices. It is understood that the GRANTEE, its contractors, subcontractors, agents and employees shall, upon every occasion that they repair, restore, replace or remove such utility facilities, restore the premises of the GRANTOR and any improvements disturbed by the GRANTEE as near as practicable. GRANTOR herein acknowledges that any and all equipment or replacement thereof, installed in or upon said premises by said GRANTEE, shall remain the sole property of said GRANTEE and may be removed from said real property at any time at the discretion of the GRANTEE.

GRANTEE agrees to indemnify and hold harmless GRANTOR and the members, officers, employees and agents of the Oregon State Board of Higher Education against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which may result from the use of the land for the utility facilities or from damages arising out of acts or omissions or the tortious acts of GRANTEE, its officers, agents, and employees acting within the scope of their employment and duties.

19885

GRANTOR shall have the right to use the land subject to the above-described easement for all purposes consistent with the uses and purposes of the property and not inconsistent with the uses of the easement. GRANTOR shall not build or erect any structure upon said easement right-of-way without the prior written consent of GRANTEE.

All notices or other writings which may be given or sent shall be deemed to have been fully given or made or sent when made in writing and deposited in the first class or express United States mail, and addressed as follows:

GRANTOR Representative
Oregon Institute of Technology
Vice President for Administration
3201 Campus Drive
Klamath Falls, OR 97601-8801

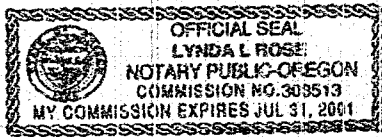
GRANTEE
City of Klamath Falls
Klamath Falls, OR 97601


All rights hereunder shall cease if and when GRANTEE'S use of the easement have been abandoned.

This easement is effective from the date of last signature.

No monetary consideration has been paid for this easement.

DATED this 20th day of March, 1998.




Herbert Aschkenasy, President


Virginia L. Thompson, Secretary

State of Oregon)
) ss
County of Lane)

Exhibit A

