

AFTER RECORDING RETURN TO:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTOR:

Merle West Medical Center, Inc.
c/o Barbara M. Dilaconi
803 Main Street, Suite 201
Klamath Falls, OR 97601

GRANTEE:

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

CLERK'S STAMP

Vol M05 Page 15792

State of Oregon, County of Klamath
Recorded 03/09/2005 3:44 p m
Vol M05 Pg 15792-96
Linda Smith, County Clerk
Fee \$ 41⁰⁰ # of Pgs 5

EASEMENT FOR SANITARY SEWER LINE(S)

This Sanitary Sewer Easement (the "Agreement") is made as of this 8th day of March, 2005, by and between The City of Klamath Falls, Oregon, an Oregon municipal corporation ("City" and "Grantee") and Merle West Medical Center, Inc. ("MWMC" and "Grantor").

BACKGROUND

MWMC is undertaking a major building project for the remodeling and upgrading of its medical facilities. In order to accomplish the goals of this project it is necessary that MWMC re-route its connection to the City sewer system.

Although City does not typically assume operational and maintenance responsibilities for lateral sewer lines on private property, City has agreed to do so for a portion of the main line that connects MWMC facilities into the Daggett Avenue sewer lines operated by City. To accomplish this end, and to facilitate the construction project being undertaken by MWMC, MWMC has agreed to grant City a perpetual, non-exclusive Sanitary Sewer Easement, as described in Exhibit A attached hereto,

Therefore, in consideration of the terms and conditions of this Agreement, the sufficiency of which is acknowledged the parties agree as follows:

AGREEMENT

1. Grant of Easement by Merle West Medical Center, Inc. to the City of Klamath Falls, Oregon.

1.1 MWMC does hereby grant and convey to CITY, a perpetual, non-exclusive easement ("Easement") for the purpose of installing, inspecting, repairing, maintaining, altering and operating Grantee's municipal sewer line(s), 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 "Easement Area"). This Easement shall include the right of ingress and egress over Grantor's adjoining lands for the purposes of Grantee's use and enjoyment of this Easement.

1.2 The Easement Area lies within and burdens certain real property owned by Grantor (the "Property").

2. Additional terms of the Easement are as follows:

2.1 Consideration. The true and actual consideration paid is other than money. Grantor shall bear the costs of recording this Easement.

2.2 Restrictions. Grantor shall not erect any buildings or structures within the Easement Area that would inhibit access to Grantee's sewer line(s) or cause damage to it. Grantor retains the right to utilize the Easement Area for asphalt driveways, parking area and/or landscaping, except for trees and plantings that in Grantee's judgment would interfere with the sewer line(s). Portland cement concrete is prohibited in the Easement Area except for curbs and gutters. 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 those areas as authorized herein.

2.3 Indemnification by Grantee. Grantee shall assume operational and maintenance responsibilities for the sewer line within the Easement Area serving MWMC and 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.

2.4 Entry. This easement shall include 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 activities.

2.5 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 Area as provided for herein so as not to unreasonably disturb Grantor's use of its Property. Grantee agrees to return the Easement Area to its condition which existed prior to the installation, maintenance or repair of any of its improvements in the Easement Area, including, but not limited to, the replacement of any sod, landscaping, paving or other improvements that existed within the Easement Area prior to such activity by Grantee.

2.6 Survival. 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.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTEE:
CITY OF KLAMATH FALLS

GRANTOR:
MERLE WEST MEDICAL CENTER, INC.

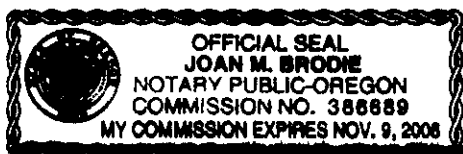
By: [Signature]
Jeff Ball, City Manager

By: [Signature]
Leslie A. Flick - Vice President, Support Services

Attest: [Signature]
Elisa D. Olson, City Recorder

STATE OF OREGON)
) ss.
County of Klamath)

On the 08 day of MARCH, 2005, Leslie A. Flick personally appeared and being first duly sworn, did say that she was the representative for Merle West Medical Center, Inc., and that the instrument was signed on behalf of the said company/corporation; and she acknowledged said instrument to be its voluntary act and deed.

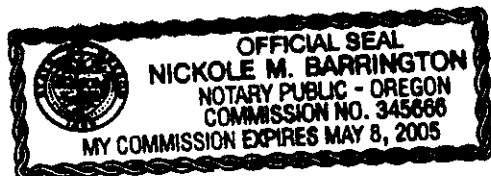


WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for OREGON
My Commission Expires: 11/9/08

STATE OF OREGON)
) ss.
County of Klamath)

On the 4th day of March, 2005, personally appeared Jeff Ball and Elisa D. Olson, who, each being first duly sworn, did say 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 instrument was signed on behalf of said municipal corporation; and each of them acknowledged said instrument to be its voluntary act and deed.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2005



CROSS ENGINEERING LLC

CIVIL ENGINEERING - LAND SURVEYING - PLANNING
409 PINE STREET - SUITE 304 - KLAMATH FALLS, OR 97601

DESCRIPTION FOR A SANITARY SEWER EASEMENT NORTH OF DAGGETT AVENUE NEAR THE ENTRANCE TO MERLE WEST MEDICAL CENTER

An easement 16 feet wide, centered over the existing 8" sanitary sewer line, as located on a parcel of land situated in the SW1/4 of the NE1/4 of Section 20, Township 38 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at a point on the north right of way line of Daggett Avenue from which the C-N 1/16 corner of said Section 20 bears N.00°51'07"E., 381.22 feet; thence S.87°49'57"E., 59.53 feet along said north right of way line of Daggett Avenue to the beginning of a curve to the right having a radius of 219.90 feet; thence southeasterly along the arc of said curve and north right of way line a distance of 31.04 feet (chord of said curve bears S.83°47'21"E., 31.01 feet) to the True Point of Beginning of this 16 foot wide easement description; thence N.13°29'49"E., 78.97 feet parallel with and 8.00 feet westerly of the existing sanitary sewer line; thence S.76°30'11"E., 16.00 feet; thence S.13°29'49"W., 78.64 feet along a line parallel with and 8 feet easterly of the existing sanitary sewer line, to a point on the north right of way line of Daggett Avenue; thence northwesterly 16.01 feet along the arc of a 219.90 foot radius curve to the left, (chord of said curve bears N.77°39'39"W., 16.00 feet), to the True Point of Beginning. Bearings are based on record of survey No. 6652.

February 8, 2005

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FAX: (541) 882-8819

crossengineering@earthlink.net

