

Adkins
Returned at Counter



AFTER RECORDING, RETURN TO:

Oregon Department of Aviation
3040 25th Street SE
Salem, OR 97302

FOR RECOR

09/16/2015 09:23:30 AM

Fee: \$67.00

UTILITY RIGHT-OF-WAY
EASEMENT

GRANTOR(S);
The State of Oregon, by and through the
Oregon Department of Aviation
3040 25th Street SE
Salem, OR 97302

GRANTEE:
City of Chiloquin
P.O. Box 196
Chiloquin, OR 97624

THE STATE OF OREGON, by and through the OREGON DEPARTMENT OF AVIATION (hereinafter referred to as the "Grantor"), hereby grants to CITY OF CHILOQUIN, an Oregon corporation, its successors and assigns (hereinafter referred to as the "Grantee"), a non-exclusive easement pursuant to which the Grantee shall have the right to bury and maintain an underground sewer line, together with all necessary pipes and fixtures incidental thereto, under and upon the property described in Exhibit "A", attached hereto, situated in the County of Klamath, State of Oregon. It is agreed that the Grantee, its successors and assigns, shall have access to said premises for the purposes stated, and shall be responsible for any damage to said premises by reason of any negligence on the part of said Grantee's employees while placing and maintaining construction.

The Grantor shall have the right to the use of the easement area provided that such use does not unreasonably interfere with Grantee's use. Grantee shall maintain in force during the duration of this easement, liability insurance covering the operations of Grantee while accessing said premises. Grantee shall also conduct its activities under this easement at Grantee's own risk, and shall hold harmless and indemnify the State of Oregon, Department of Aviation, its agents, officers and employees from all damages, demands, suits or actions whatsoever resulting from or because of, any damage to property, injury or death to any person(s) arising out of Grantee's negligent construction, maintenance, repair, alteration, operation, control or use of the easement. Grantee shall pay all costs for installation of such utility lines, including the cost to restore improvements which are affected by such installation. This includes the cost of restoring any landscaping to its condition and size prior to such installation, as well as replacing any sidewalks, pavements, curbs, driveways, signs, irrigation systems, or other improvement affected by the installation. Grantee shall not interrupt the business operation of the Grantor or other Grantor tenants in such installation.

All facilities authorized herein shall be placed to a minimum depth of thirty-six (36) inches below ground surface except within five (5) feet of utility access vaults, which can be placed level with ground surface.

Grantee shall provide reasonable advance notification to Grantor prior to entry onto lands of Grantor for the purpose of exercise of Grantee's rights conveyed herein, by calling the following contact telephone numbers:

State Airports Manager: (503) 378-2523

State Airports Operation Specialist: (503) 378-2521

The above contact information may be changed at any time by Grantor notifying Grantee of such, it being understood and agreed that the contact information shown above, and any revisions thereof, shall be effective for notification to Grantor hereunder at any time.

This easement shall expire July 1, 2062 or any time prior to this date, when Grantee no longer uses the easement for the purposes described herein. It is the responsibility of the Grantee to notify Grantor of its intent to terminate this easement and to record a "Termination" to remove this easement from the County Record. It is understood and agreed that upon expiration, the installation shall be abandoned in place. However, in the event that Grantee's facilities installed hereunder shall interfere with Grantor's future aviation development of the property subject to this easement grant, Grantee shall, at its own expense and within a reasonable time following receipt of written notification thereof from Grantor, relocate a portion or all of its facilities authorized hereunder to a reasonably usable location to be provided by Grantor. In the event of such relocation, the parties hereto mutually agree that the terms and conditions of this easement grant shall automatically transfer to any such relocated facilities, and shall execute and record whatever documentation as may be required for that purpose. Underground facilities subject to this relocation requirement shall be abandoned, in place, by Grantee, whereupon such facilities shall become the property of Grantor.

It is understood and agreed that upon expiration, the installation shall be abandoned in place. It is further understood and agreed that no structure shall be erected upon said easement right-of-way without the written consent of Grantor.

This instrument does not grant or convey to the Grantee any right or title to the surface of the soil or land described herein, other than as expressly stated herein.

***** *Remainder of Page Intentionally left Blank; Signature Page to Follow* *****

IN WITNESS WHERE, the Grantor has caused this instrument to be executed this 14
day of SEPTEMBER, 2016.

GRANTOR (The State of Oregon, by and
through the Oregon Department of Aviation)

GRANTEE (City of Chiloquin)

By: [Signature]

By: Joe Hobbs

Title: STATE AIRPORTS MANAGER

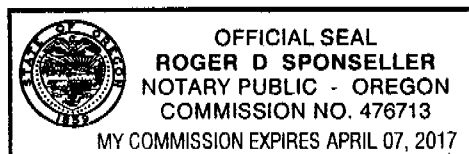
Title: MAYOR

***** Remainder of Page Intentionally Left Blank; Notary Page to Follow *****

STATE OF Oregon)
)
COUNTY OF Marion) SS.

BE IT REMEMBERED, That on this 14 day of September, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Matthew D Maass, the person who signed the within instrument as State Airports Manager of The State of Oregon, by and through the Department of Aviation, and affirmed to me that, by his/her/their signature(s) therein, The State of Oregon executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

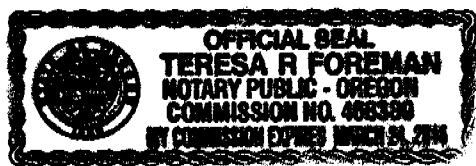


Roger D. Sponseller
Notary Public in and for the State of OR
My Commission expires: 4/7/17

STATE OF Oregon)
)
COUNTY OF Klamath) SS.

BE IT REMEMBERED, That on this 15 day of September, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Be Hobbs, the person who signed the within instrument as MAYOR of City of Chiloquin, and affirmed to me that, by his/her/their signature(s) therein, said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Teresa R Foreman
Notary Public in and for the State of OR
My Commission expires: March 24, 2016

Exhibit "A"

Description for Sewer Line Easement "A"

A strip of land 16.00 feet in width situated in Lot 1 of Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being 8.00 feet on both sides of the following described centerline:

Beginning at a point on the west line of that parcel conveyed to the State of Oregon by instrument recorded in Volume M81, Page 6182, Records of Klamath County, Oregon from which the southwest corner of that parcel conveyed to the State of Oregon by instrument recorded in Volume 322, Page 239, Records of Klamath County, Oregon bears North 05°03'00" East 127 feet, more or less; thence 53.99 feet on the arc of 60.00 foot radius curve to the left, through a delta angle of 51°33'41", the long chord of which bears South 59°12'27" East 52.19 feet; thence South 84°59'18" East 122.49 feet; thence 126.64 feet on the arc of 250.00 foot radius curve to the left, through a delta angle of 29°01'22", the long chord of which bears North 80°30'01" East 125.29 feet; thence North 65°59'20" East 84.92 feet to a point on the easterly line of the aforesaid parcel conveyed to the State of Oregon by instrument recorded in Volume M81, Page 6182, Records of Klamath County, Oregon, from which the corner lying South 84°57'00" East 40.00 from the easterly line of that parcel conveyed to the State of Oregon by instrument recorded in Volume 322, Page 239, Records of Klamath County, Oregon bears North 05°03'00" East 303.32 feet; the side lines of said strip to be lengthened or shortened to terminate on the beginning and ending lines.

Description for Sewer Line Easement "B"

A strip of land 16.00 feet in width situated in the SE¼SE¼ of Section 33, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being 8.00 feet on both sides of the following described centerline:

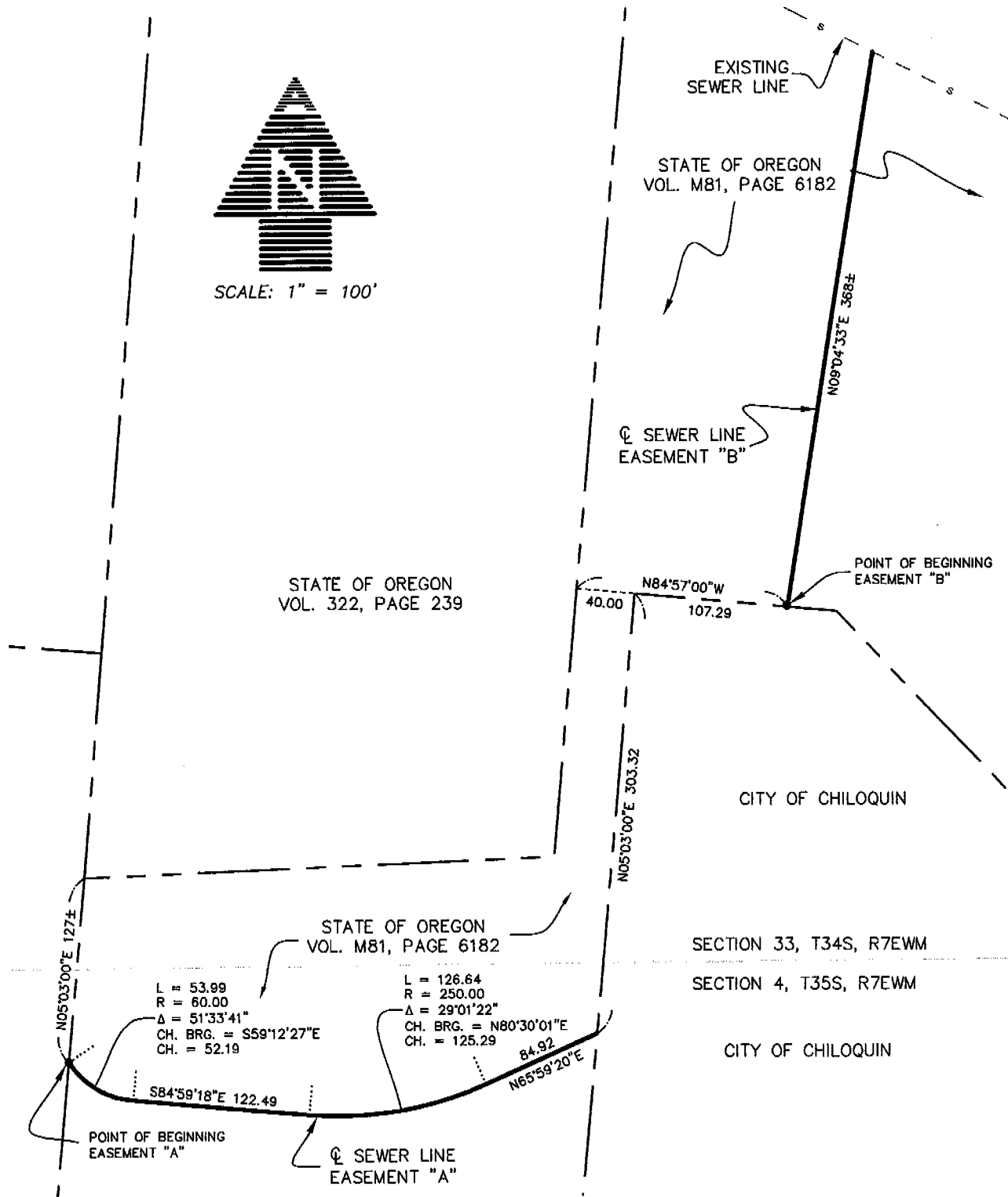
Beginning at a point on the southerly line of that parcel conveyed to the State of Oregon by instrument recorded in Volume M81, Page 6182, Records of Klamath County, Oregon, from which the corner lying South 84°57'00" East 40.00 from the easterly line of that parcel conveyed to the State of Oregon by instrument recorded in Volume 322, Page 239, Records of Klamath County, Oregon bears North 84°57'00" West 107.29 feet; thence North 09°04'33" East 386 feet, more or less, to an existing sewer line; the side lines of said strip to be lengthened or shortened to terminate on the beginning and ending lines.

3065-0101

05/14/2015



SCALE: 1" = 100'



ADKINS

CONSULTING
ENGINEERING, LLP

Engineers ▲ Planners ▲ Surveyors

2950 Shasta Way · Klamath Falls, Oregon 97603 · (541) 884-4666 · FAX (541) 884-5335

Oregon · California

May 14, 2015

3065-0101

SKETCH TO ACCOMPANY
EASEMENT DESCRIPTIONS