

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That The Washburn Land Company for and in consideration of the sum of ONE DOLLAR and other valuable consideration to him, it or them, paid by South Suburban Sanitary District of Klamath County, Oregon, do hereby grant to the said South Suburban Sanitary District of Klamath County, Oregon, its successors and assigns, an easement for a sewer in and across the following described real estate, situate, lying and being in Klamath County, Oregon, and more particularly described as follows:

A strip of land 10' in width lying along the following described center line Beginning at a point 5' easterly of the N.W. corner on the northerly boundary of Klamath County tax lot #202, lying wholly within the S.W. 1/4 of the N.W. 1/4 of Sec. 10, T 39S, R 9 S.W.M., thence in a straight line 5' easterly of and parallel to the westerly boundary of said lot for a distance of 40' more or less to a point 5' easterly of the S.W. corner of said lot on the southerly boundary.

together with the right to use so much of the adjoining land as is reasonable and necessary in connection with the original construction of the sewer.

The foregoing easement is made, executed and delivered to the grantee herein upon the following express terms and conditions, to-wit:

1. The grantee agrees to indemnify and save harmless the grantor from and against any damage, loss, cost and expense, which the grantor may sustain resulting directly or indirectly in any manner from the use of said premises and/or the construction, maintenance, use and/or location of the said sewer in and across said premises.
2. The grantee, and the agents and employees of the grantee, shall have the privilege of entering upon said premises for the purpose of making necessary repairs to or changes to said sewer.
3. The said sewer shall be placed underground in the usual manner and grantee agrees to replace the surface of the ground above the sewer in substantially its present condition and repair or replace any damaged facilities, and agrees that grantor shall have full and unrestricted use of the surface of said ground except during the period of sewer construction and during the period of any repairs that may be necessary. Said surface shall be replaced in approximately its present condition following such repairs.

IN WITNESS WHEREOF, said The Washburn Land Company

has or have caused this Easement to be executed, and (if a corporation) its corporate seal, affixed, this 31st day of May, 1972.

WASHBURN LAND CO., an Oregon Corporation

STATE OF OREGON  
County of Klamath ss.

Personally appeared the above-named Francis S. Landrum

known to me to be the identical person

described in the foregoing instrument, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me this 31st day of May, 1972

NOTARY PUBLIC FOR OREGON

My commission expires Mar. 10, 1976

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of So. Sub. San. Dist.

this 2nd day of June, A.D., 1972 at 11:25 o'clock A.M., and duly recorded in Vol. M 72 of Deeds on Page 5872

WM. D. MILNE, County Clerk

Fee 2.00

By

May L. Landrum