

1-22440

Project No.: 126-44077-LDP-SUP

EASEMENT

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KNOW ALL MEN BY THESE PRESENTS, That J. Robert Harris and Ronnie N. Gibson for and in consideration of the sum of ONE DOLLAR and other valuable consideration to him, it or them, paid by Shangri-La Apartments, a partnership, of Klamath County, Oregon, do hereby grant to the said Shangri-La Apartments, a partnership, 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 ten (10) feet in width lying along the following described center line:  
Beginning at a point 240 feet northerly, from the Northern Boundary of SUNNYLAND ADDITION to the City of Klamath Falls, and 310 feet Easterly from the East Boundary of Avalon Street, at which point a manhole is constructed; thence northerly to a point on the southerly boundary line of a parcel of property owned by Shangri-La Apartments, a partnership, said point being North 89° 44' 30", East 298.00 feet from the East Boundary of Avalon Street.

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 the 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.

This instrument being recorded to correct a certain description in instrument M-72-6217.

IN WITNESS WHEREOF, said J. Robert Harris and Ronnie N. Gibson has or have caused this Easement to be executed and (if a corporation) its corporate seal, affixed, this 9th day of November, 19 72.

J. Robert Harris

Ronnie N. Gibson

STATE OF OREGON }  
COUNTY OF JACKSON } ss.

Personally appeared the above-named J. Robert Harris and Ronnie N. Gibson 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 9th day of November, 1972

Notary Public  
My commission expires 9-1-73