

37099

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Enterprise Irrigation District

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:

An easement 10 feet in width, 5 feet on either side of the line described as follows:

Beginning at a point 5 feet West of the East right-of-way of Enterprise Canal, said point being East 2100 Ft. m/l and North 30 Ft. from the S.W. corner of Section 1 Township 39 Range 9 EWM. said point also being on the North right-of-way of Hilyard St.; thence paralleling the East right-of-way of said canal in a Northeasterly direction 250 Ft.; thence crossing said canal at right angles to a point on the common right-of-way of said canal and Windsor St., all contained in Section 1 T 39 R 9 EWM. of Klamath County, Oregon.

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 Enterprise Irrigation District

has or have caused this Easement to be executed, and (if a corporation) its corporate seal, affixed, this 5th day of October, 1977.

Joe L. Keller
President
Enterprise Irrigation District.

STATE OF OREGON

County of Klamath

M ss.

Personally appeared the above-named JOE L. KELLER, President of ENTERPRISE IRRIGATION DISTRICT

known to me to be the identical person described in the foregoing instrument, and acknowledged the foregoing instrument to be the District's voluntary act and deed.

Before me this 5th day of October, 1977.

So Suburban San
1818 Denby St.
City
NOTARY PUBLIC FOR OREGON

My commission expires 1/11/79.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of
this 11th day of October, A. D. 1977 at 10:53 o'clock A. M., and
duly recorded in Vol. M77, of Deeds on Page 19314

Fee \$3.00

Wm D. MILNE, County Clerk
By Bernard D. Gelack