

KNOW ALL MEN BY THESE PRESENTS, That SHIRLEY F. HILYARD, duly appointed, qualified, and acting Personal Representative of the Estate of Glenn Lee Hilyard, also known as G. L. Hilyard, Glen Lee Hilyard, Glen L. Hilyard, and Glen Hilyard, deceased, for and in consideration of the sum of \$1.00 and other valuable consideration to her paid by SOUTH SUBURBAN SANITARY DISTRICT of Klamath County, Oregon, does hereby grant to 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 property, situate, lying, and being in Klamath County, Oregon, and more particularly described as follows:

A Sixteen (16) foot sanitary sewer easement, situated in Section 12, T39S, R9E, W.M., Klamath County, the centerline of which is eight (8) feet northerly of, as measured at right angles, to the following described line:

Beginning at the intersection of the Westerly right-of-way line of the Merrill Highway and the Northern boundary of Hagar Acres; thence, Westerly along said Northerly boundary line to its intersection with the Northerly right-of-way line of the O.C. and E. Railroad; thence, Northwesterly along said right-of-way line to its intersection with an extension of the Westerly boundary line of the sanitary sewer easement for South Suburban Sanitary District located in Vol. M 76, Deeds, Page 18209, Klamath County, Oregon.

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

The foregoing easement is made, executed and delivered to the grantee herein on 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 Personal Representative has executed this instrument this 15th day of February, 1980.

Shirley F. Hilyard
Shirley F. Hilyard, Personal Representative
of the Estate of Glenn Lee Hilyard, aka G.L. Hilyard,
Glen Lee Hilyard, Glen L. Hilyard, and Glen Hilyard,
deceased

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On the 15th day of February, 1980, personally appeared the above named SHIRLEY F. HILYARD, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Eda Gilbert
Notary Public for Oregon
My Commission expires: 6/1/81

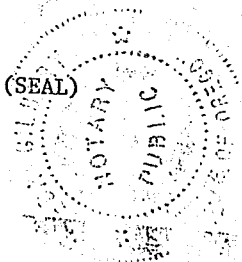
South Suburban Sanitary Dist.
1818 Virby St.
HF

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20th day of February A.D., 1980 at 3:00 o'clock P.M., and duly recorded in Vol. M80 of Deeds on Page 3945.

FEE \$3.50

WM. D. MILNE, County Clerk
By Bernetha Heloich Deputy



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