

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BRUCE A. FROEMKE, Grantor, in consideration of the sum of ONE THOUSAND DOLLARS (\$1,000.00), receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF KLAMATH FALLS, OREGON, Grantee, a permanent non-exclusive easement for the purpose of installing, inspecting, repairing, maintaining, altering and operating a City sewer line and all necessary appurtenances in, into, upon, over, across and under a strip of land described as follows:

See Exhibit "A" attached hereto.

In the event Grantee constructs a city sewer line over the real property described on Exhibit "A", Grantee shall build said sewer line in such a manner and under such conditions so as to allow grantor the right to construct, maintain and operate buildings and improvements on the surface of the real property without violation of any city, county, state, or federal law, rule, code, or ordinance.

In the event Grantee constructs a city sewer line over the real property described on Exhibit "A", Grantee shall be solely responsible for all costs and obligation of repairing and maintaining said sewer line. Any installation, inspection, repair, maintenance, alteration, and operating of any sewer line shall be done in a manner least likely to cause interference with any improvements on the surface of the property, and in the event any such installation, inspection, repair, maintenance, alteration, and operation of any sewer line causes any damage, destruction or interference to any improvements on the surface of

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the property, Grantee, at its expense, shall repair or replace said improvements and place any improvements in as good condition as said improvements were immediately prior to such damage. Damage to improvements shall include loss of income suffered as a result of damage or destruction by Grantee.

In the event of damage to premises outside of and adjacent to the above described real property caused by the Grantee, its successors and assigns, the party causing such damage shall repair same and place said premises in as good condition as they were immediately prior to such damage.

The intent of this easement is to allow Grantee the right to construct and maintain a sewer line across the property of Grantor, without interfering with Grantor's right to construct and maintain improvements on the property, and to require Grantee to indemnify Grantor from any loss suffered by Grantor, including loss of income, in the event it is necessary for Grantee to disturb the surface of the property in order to construct or maintain Grantee's sewer line.

This document shall be binding upon all subsequent purchasers of the above described real property, the Grantee, and the heirs, successors and assigns of both.

Grantee shall indemnify and hold Grantor harmless from all claims and from any loss arising out of Grantee's use of said

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easement.

IN WITNESS WHEREOF, we set our hands on the date set
opposite our signatures.

Bruce A. Froemke
BRUCE A. FROEMKE

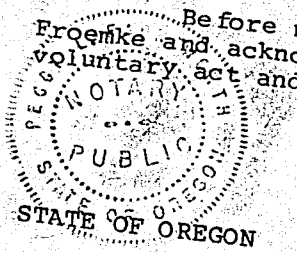
9-16-88
Date

CITY OF KLAMATH FALLS, OREGON
By Jeffrey D. Ball
JEFFREY D. BALL
City Attorney

9-16-88
Date

STATE OF OREGON)
County of Klamath) ss.

9-16, 1988



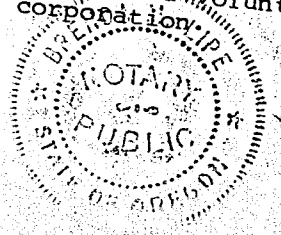
Before me personally appeared the above named Bruce A. Froemke and acknowledged the foregoing instrument to be his voluntary act and deed.

Brenda M. Lipp
Notary Public for Oregon
My Commission Expires: 3-18-92

STATE OF OREGON)
County of Klamath) ss.

9-16, 1988

Before me personally appeared Jeffrey D. Ball, City Attorney, of the City of Klamath Falls, Oregon, who is known to me to be the identical person described in and who executed the above instrument, and who acknowledged to me that he executed the same freely and voluntarily as such officer on behalf of said municipal corporation.



Brenda M. Lipp
Notary Public for Oregon
My Commission Expires: 1-13-91

EXHIBIT "A"
SEWER EASEMENT

16073

A strip of land lying in Section 20, T.38 S., R.9E., W.M., Klamath County, Oregon, and being portions of that property described in Vol. 165, page 673 of the official deed records of Klamath County and by Record of Survey number 2709. Said strip of land being more particularly described as follows:

Beginning at an iron pin marking the intersection of the North line of the Southern Pacific Railroad right-of-way and the westerly right-of-way of Biehn Street, said pin being 1293.13 feet East and 1028.35 feet South of the West quarter corner of Section 20, T.38S., R.9E., W.M.; running thence along the northerly railroad right-of-way, North 62°38'55" West 285.47 feet to the true point of beginning; thence North 70°05'45" East 92.85 feet to the lands of Gertrude Paddock as described in Vol. M70, page 1616 of the Klamath County Deed Records; thence along the Paddock lands, North 62°38'55" West 10.89 feet; thence North 00°55'00" East 8.56 feet; thence leaving the Paddock boundary, South 70°05'45" West 103.29 feet to the northerly railroad right-of-way; thence South 62°38'55" East 21.78 feet to the true point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ City of Klamath Falls
of _____ Sept. _____ A.D., 19 88 at 10:02 o'clock _____ A.M., and duly recorded in Vol. _____ M88
of _____ Deeds _____ on Page 16070

FEE \$23.00

Evelyn Biehn
By _____ County Clerk

By Dorothy Millenore

AFTER RECORDING RETURN TO:
Klamath Falls City Recorder
P. O. Box 237
Klamath Falls, OR 97601

EXHIBIT "A"