

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Lester and Lois Tucker
2046 Wiard St, Klamath Falls, Oregon 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 des-
cribed real estate, situate, lying and being in Klamath County, Oregon, and more
particularly described as follows:

A strip of land 100 in width lying along the following described
center line:

Beginning at a point on the Southerly boundary of Tax Lot 86,
Map 4I-28, Klamath County Records, said point being 52 feet
Easterly from the South-West corner of said Tax Lot 86, thence in
a straight line to a point on the Northerly boundary of said Tax
Lot 86, said point being 71.5 feet Easterly from the North-West
corner of said Tax Lot 86.

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 in 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 said sewer in substantially its present condition and replace and repair 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 necessary repairs. Said surface shall be replaced in approximately its present condition following any such repairs.

4. Grantee further agrees that all rights under this grant shall cease and terminate upon six months non-use of said sewer.

IN WITNESS WHEREOF, said LESTER J. and Lois M. TUCKER has or have caused this Easement to be executed, and (if a corporation) its corporate seal, affixed, this 8 day of APRIL, 1960.

Lester J. Tucker
Lois M. Tucker

STATE OF OREGON)
County of KLAMATH) ss.

Personally appeared the above-named LESTER J. and Lois M. TUCKER known to me to be the identical person S described in the foregoing instrument, and acknowledged the foregoing instrument to be THEIR voluntary act and deed.

BEFORE ME this 8 day of APRIL, 1960

M. J. Anderson
NOTARY PUBLIC FOR OREGON
My Commission expires MAY 13, 1962

SOUTH SUBURBAN SANITARY DISTRICT
1818 Derby Street
Klamath Falls, Oregon 97603

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of South Suburban Sanitary the 7th day of June A.D., 19 60 at 2:19 o'clock P M., and duly recorded in Vol. M95, of Deeds on Page 15110.

FEE

\$15.00

By Bernetha G. Letsch County Clerk