

97 JUL 17 A9:23

MXL 1396-8413

## AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 16TH day of July, 1997 by and between Stephen J. Keller, as Personal Representative of the Estate of ROSIE A. KELLER AND STEPHEN JOE KELLER AND REBECCA ANN HOPPE, CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF JOE L. KELLER AKA JOE LEO KELLER, hereinafter called the First Party and SOUTH SUBURBAN SANITARY DISTRICT, hereinafter called the Second Party,

WITNESSETH: WHEREAS: The First Party is the record owner of the following described real estate in Klamath County, State of Oregon, to wit:

Parcel 2 of Land Partition 30-96 as filed in the Klamath County Engineers' Office being situated in the SW1/4 of the SE1/4 of Section 12, Township 39 South, Range 9, E.W.M., Klamath County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the Second Party to the First Party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the First Party, they agree as follows:

The First Party grants to Second Party a sewer easement over and across the South 5 feet of the North 45.09 feet of said Parcel 2.

The Second Party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the First Party shall have the full use and control of the above described real estate.

The Second Party hereby agrees to hold and save the First Party harmless from any and all claims of third parties arising from Second Party's use of the rights herein granted.

The easement described above shall continue for a period of perpetuity always subject, however, to the following specific conditions, restrictions AND considerations:

During the existences of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): the first party.

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

After Recording please return to:  
South Suburban Sanitary District  
2201 LaVerne Ave  
K. Falls 97603

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

In constructing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

Stephen J. Keller, Personal Representative  
of the Estate of Joe L. Keller and Stephen  
Joe Keller and Rebecca Ann Hoppe as Co-  
Personal Representatives of the Estate of  
Joe L. Keller aka Joe Leo Keller

South Suburban Sanitary District

By-

By-

Stephen J. Keller, Personal Representative

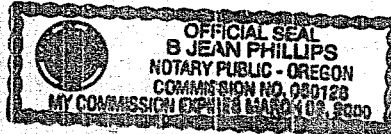
Stephen Joe Keller, Co-Personal Representative

~~Rebecca Ann Hoppe, Co-Personal Representative~~

STATE OF OREGON,  
County of Klamath

This instrument was acknowledged before me on July 16, 1997 by Stephen J. Keller as Personal Representative of the Estate of Rosie A. Keller, and Stephen Joe Keller and Rebecca Ann Hoppe as Co-Personal Representatives of the Estate of Joe L. Keller aka Joe Leo Keller, to be their voluntary act and deed.

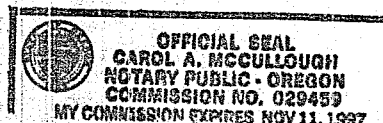
Notary Public for Oregon  
My commission expires 3-2-2000



STATE OF OREGON  
County of Klamath

This instrument was acknowledged before me this 16th day of July, 1997  
By Kent Colahan as General Manager  
of South Suburban Sanitary District and executed this instrument on behalf  
of the District as their voluntary act and deed.

Notary Public for Oregon  
My commission expires 11-11-1997.



**TRU SURVEYING, INC. LINE**  
TELEPHONE (541) 884-3681  
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

JUNE 26, 1997

**LEGAL DESCRIPTION FOR 5 FOOT  
SEWER EASEMENT**

A 5 FOOT SEWER EASEMENT BEING IN PARCEL 2 OF LAND  
PARTITION 30-96, SITUATED IN SW1/4 SE1/4 SECTION 12, T39S,  
R9EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS  
FOLLOWS: THE SOUTH 5.00 FEET OF THE NORTH 45.09 FEET OF SAID  
PARCEL 2.

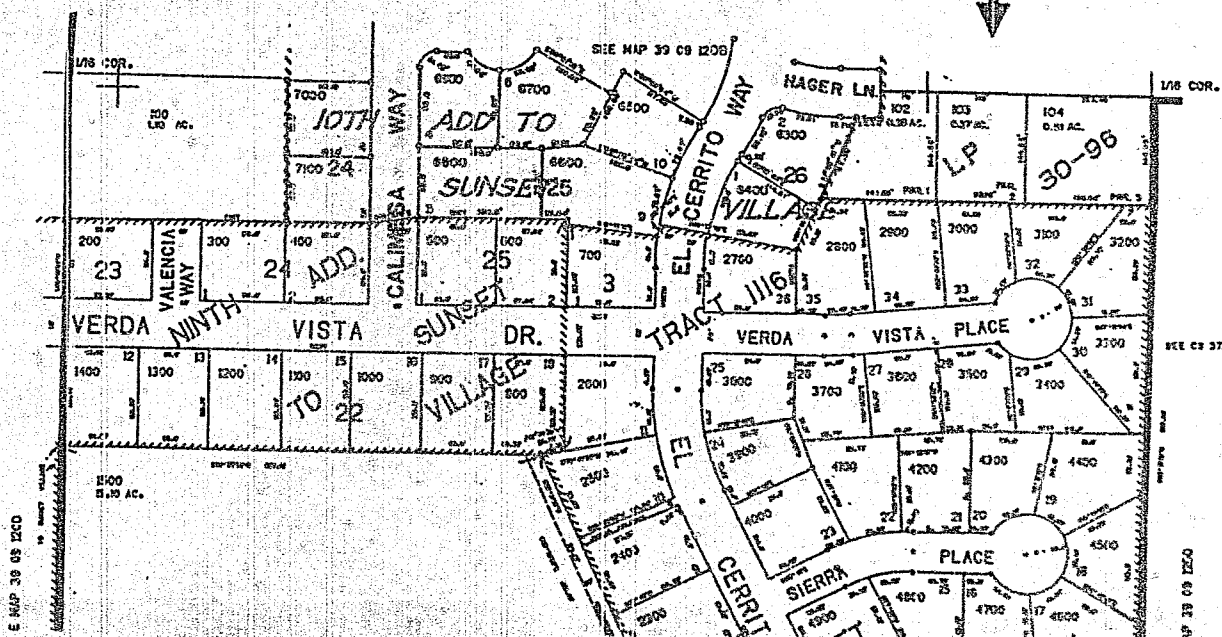
**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Dennis A. Ensor*

**OREGON  
JULY 25, 1990  
DENNIS A. ENSOR  
2442**

*Dennis A. Ensor*  
DENNIS A. ENSOR OLS 2442

EXPIRES 12/31/97



STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of \_\_\_\_\_ Amerititle \_\_\_\_\_ the \_\_\_\_\_ 17th \_\_\_\_\_ day  
of \_\_\_\_\_ July \_\_\_\_\_ A.D., 19 \_\_\_\_\_ 97 at \_\_\_\_\_ 9:23 \_\_\_\_\_ o'clock \_\_\_\_\_ A. M., and duly recorded in Vol. \_\_\_\_\_ M97  
of \_\_\_\_\_ Deeds \_\_\_\_\_ on Page \_\_\_\_\_ 22518 \_\_\_\_\_

FEE \$20.00

By \_\_\_\_\_ Bernetha G. Letsch, County Clerk  
*Hottel R. R. R.*