

Recording requested by: The City of Chiloquin OC  
P.O. Box 196  
Chiloquin, OR 97624

Vol M00 Page 1474

When recorded mail to: The Above

Space above this line for recorder's use

## EASEMENT AGREEMENT

### Preamble

This agreement made this day of APRIL 20 27, 2000, by and between Leonard Wilder, Albert Wilder Sr., and Warren Wilder Jr, hereinafter referred to as "Grantor", and City of Chiloquin, hereinafter referred to as "Grantee".

### Recitals

WHEREAS, Grantor is the owner of certain real property in the City of Chiloquin, Klamath County, State of Oregon, hereinafter referred to as the "Servient Tenement", and described as follows:

Lots 6 and 7, Block 1, Chiloquin Heights Addition to Chiloquin, Township 34 South, Range 7 East, Section 34, Willamette Meridian;

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenement;

NOW THEREFORE, it is agreed as follows:

### Grant of Easement

1. Grantor hereby grants to Grantee an easement as hereinafter described.

### Character of Easement

2. The easement granted herein is an easement in gross.

### Description of Easement

3. The easement granted to the Grantee, the Grantee's personal representatives, successors or assignees herein, is a right to install a new six (6) inch sewer main with serviceline, and the right to enter upon the Servient Tenement, at reasonable times, and in a reasonable fashion, for purposes of maintenance, repair and replacement, as necessary, of the sewer main and serviceline.

### Location

4. The easement granted herein is located as follows:

The said easement a rights-of-way ten (10) feet wide, occupying the northwesterly ten (10) feet of Lot Nos. 6 and 7, Block 1, Chiloquin Heights Addition, Township 34 South, Range 7 East, Section 34,

Willamette Meridian, in the City of Chiloquin; beginning at:

The Northwest corner of the aforementioned Lot No. 7 of Block 1, Chiloquin Heights Addition; thence

South 26° 50' 29'' West 100 feet along the Lot Line common to Lot Nos. 6 and 7 and Valley St.; thence;

South 63° 09' 31" East ten (10) feet; thence

North 26° 50' 29'' East 100 feet to the North Lot Line of Lot No. 7; thence

North 63° 09' 31" West ten (10) feet along the North Lot Line of Lot No. 7 to the point of beginning.

Said easement being 0.023 acres in area, more or less.

**Exclusiveness of Easement**

5. The easement granted herein is not exclusive.

**Non-Commercial Easement**

6. This easement is to be used for purposes of sewer main and a domestic sewer serviceline, and no commercial use of the serviceline shall be allowed, unless subsequently agreed upon in writing by the grantor and grantees, or their heirs, personal representatives, successors, or assignees of the parties hereto.

**Term of Easement**

7. This easement is granted without limit as to tenure so long as said easement shall be actually used for the purposes stated above.

**Non-Liability of Grantor**

8. This easement agreement is made on the express condition that the Grantor is to be free from all liability or loss by reason of injury to person or property, from whatever cause, for any liability for injury to the person or property of Grantees, their agents, officers, and employees. Grantees hereby covenant and agree to, and shall indemnify Grantor and save her/him harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses however occurring.

**Entire Agreement**

9. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

**Binding Effect**

10. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTORGRANTEE

Leonard Wilder  
Leonard Wilder

Senesa Foreman-Recorder  
City of Chiloquin

Albert Wilder Sr.  
Albert Wilder, Sr.

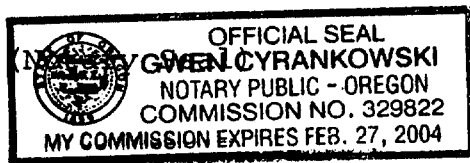
Warren W. Wilder Jr.  
Warren Wilder, Jr.

Acknowledgment

State of Oregon)

County of Klamath) SS

On April 20<sup>th</sup>, 2000, before me Gwen Cyranowski - Notary  
Leonard Wilder bc,  
a Notary Public for the State of Oregon, personally appeared  
Leonard Wilder known to me to be the person whose name is subscribed to the  
within instrument, and acknowledged that (he) she executed the same.



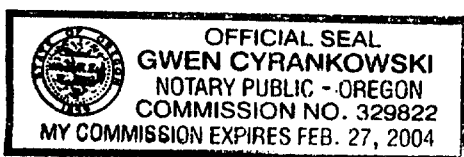
Notary Public

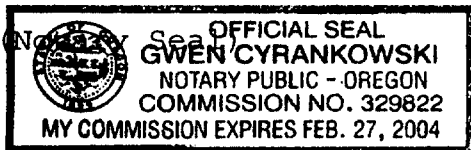
Acknowledgment

State of Oregon)

County of Klamath) SS

On April 20<sup>th</sup>, 2000, before me bc  
Att Gwen Cyranowski,  
a Notary Public for the State of Oregon, personally appeared  
Albert Wilder, Sr. known to me to be the person whose name is subscribed to the  
within instrument, and acknowledged that she (he) executed the same.





14750

Notary Public

Acknowledgment

State of Oregon)

County of Oregon - Linn CountyOn April 21, 2000, before me Nikki Potts,  
~~Warren Winder~~a Notary Public for the State of Oregon, personally appeared  
Warren Winder known to me to be the person whose name is subscribed to the  
within instrument, and acknowledged that he/she executed the same.

Notary Public

Acknowledgment

State of Oregon)

County of Klamath ) SSSerena Lorenz  
Chiloquin City RecorderOn April 27, 2000, before me Peggy Idonas,  
a Notary Public for the State of Oregon, personally appeared  
\_\_\_\_\_ known to me to be the person whose name is subscribed to the  
within instrument, and acknowledged that she/he executed the same.

(Notary Seal)

Notary Public

Peggy IdonasState of Oregon, County of Klamath  
Recorded 04/27/00, at 2:09 p.m.  
In Vol. M00 Page 14747  
Linda Smith,  
County Clerk Fee \$ 36.00