

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

When recorded mail to: The Above

Space above this line for recorder's use

EASEMENT AGREEMENT

Preamble

This agreement made this day of April 27th, 2000, by and between Klamath Tribes Housing Authority, 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 8 and 9, 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 No. 8 and 9, 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. 8 of Block 1, Chiloquin Heights Addition; thence

South 26° 50' 29'' West 50 feet along the Lot Line common to Lot No. 8 and Valley St.; thence

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

North 26° 50' 29'' East 59.3 feet to the North Lot Line of Lot No. 9; thence

South 73° 58' 31" West 13.6 feet along the North Lot Line of Lot No. 9 to the point of beginning.

Said easement being 0.013 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.

GRANTOR

Roy LaFromboise
 Roy LaFromboise, Director
 Klamath Tribes Housing Authority

GRANTEE

Serese Foreman-Recorder
 City of Chiloquin

Acknowledgment

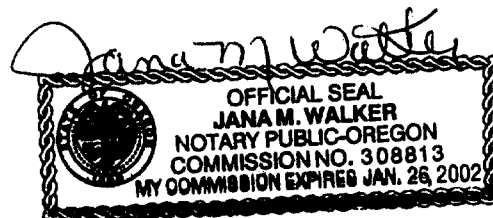
State of Oregon)

County of Klamath) SS

On April 18, 2000, before me Jana M Walker,
 a Notary Public for the State of Oregon, personally appeared
Roy LaFromboise known to me to be the person whose name is subscribed to the
 within instrument, and acknowledged that he/she executed the same.

(Notary Seal)

Notary Public

Acknowledgment

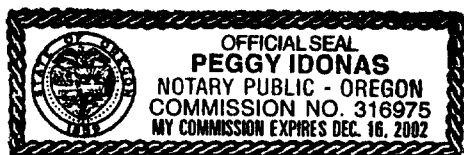
State of Oregon)

County of Klamath) SS

On 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 Idonas

State of Oregon, County of Klamath
 Recorded 04/27/00, at 2:09 p.m.
 In Vol. M00 Page 14751
 Linda Smith,
 County Clerk Fee \$ 3.00