

AGREEMENT FOR SEWER LINE EASEMENT
AND CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 8th day of November, 2000 by and between South Suburban Sanitary District, an Oregon sanitary district, hereinafter called Grantor, and the City of Klamath Falls, hereinafter called Grantee, its successors and assigns, a perpetual non-exclusive utility easement over and across the property of the Grantor located in Klamath County, Oregon, together with a one time, 50 foot right of reasonable access over Grantor's adjoining lands as is reasonably necessary for constructing Grantor's sewer line. The description of the easement is more particularly described as follows:

See the Attached Exhibit "A"

The terms of the easement are as follows:

1. Grantee, it's agents, independent contractors and invitees shall have the right to enter upon the easement and use the easement for the construction, reconstruction, operation, maintenance, repair, replacement and removal of a sewer line and all necessary accessories and appurtenances thereto, subject only to paragraph 2 below.

2. Grantee, it's agents, independent contractors and invitees shall only be allowed the use of 50 feet of the adjacent property of Grantor to the easement for the construction of the sewer line. Grantee shall not enter upon, encroach or damage any other property of Grantor during the construction of the sewer

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line, and shall keep all equipment and materials within 50 feet of the center line of the easement.

3. The easement shall be for a sewer line only. Prior to construction of the sewer line, Grantee shall obtain Grantor's written approval of Grantee's construction plans for the sewer line, including the location of the sewer line within the easement and the depth of the same.

4. The parties shall cooperate so that each parties possession shall cause a minimum of interference to the others, however, in case of conflict, Grantors' right of use and possession of the land shall be dominant. Grantee acknowledges that this is a non-exclusive easement and that Grantor may allow other public utilities to use the easement for the public benefit.

5. If the sewer line is relocated, Grantor may record an instrument indicating the relocated sewer line easement and such instrument shall serve to amend this easement and eliminate any rights of Grantee in the real property described in the original easement. Such amendment of the description shall be effective whether or not signed by Grantee but Grantee shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantor.

6. Grantor shall not erect any structure nor allow any prohibitive plantings within the easement area that would unreasonably inhibit Grantee's access to the sewer line or cause damage to the same.

7. Grantee agrees to indemnify and defend Grantor from any

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and all loss, claim or liability to Grantor arising in any manner out of Grantees' construction, location and use of the easement, except as specifically enumerated in paragraph one above. Grantee assumes all risks arising out of their use of the easement and Grantor shall have no liability to Grantee for any condition existing thereon. In the event that during construction the Grantee discovers a condition existing within the easement which renders it unusable for the purposes intended or unreasonably costly to use, and the parties are not able to relocate the easement to a new, mutually acceptable location, Grantee shall have the right to terminate this easement and upon Grantee's restoration of the easement area, Grantor shall return any consideration paid by Grantee.

8. This easement may be terminated upon written agreement between Grantor and Grantee, their heirs, successors and assigns. This easement shall terminate if and when Grantee shall have abandoned the use for which it was intended. In the event the Grantor believes that the Grantee has abandoned the easement, the Grantor shall notify the Grantee in writing of the apparent abandonment and the intent of the Grantor to terminate the easement. If the Grantee does not file a written notice objecting to the termination within 90 days of the receipt of the notice of abandonment and termination, the Grantor may unilaterally terminate the easement.

9. This easement is granted subject to all prior easements or encumbrances of record.

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10. In the event of any litigation arising under this Agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and those rights of cure and reimbursement specifically granted under this Agreement.

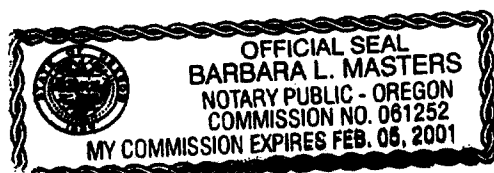
11. In the event of any litigation arising under this Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial or on appeal as adjudged by the trial or appellate court.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 8th day of November, 2000.

Walter C. Badorek, Chairman
Grantor

STATE OF OREGON)
) ss. 11-8-2000
County of Klamath)

The foregoing instrument was acknowledged before me this 8th day of November, 2000, by Walt Badorek, Chairman of the Board of Directors of South Suburban Sanitary District, an Oregon municipal corporation, on behalf of the corporation. Before me:



[Signature]
Notary Public for Oregon
My Commission expires: 2-5-01

[Signature]
Grantee

STATE OF OREGON)
)
 County of Klamath) ss. _____.

The foregoing instrument was acknowledged before me this 18
 day of October, 2000, by Jeffrey D. Ball, city manager
 of the City of Klamath Falls, Oregon. Before me:

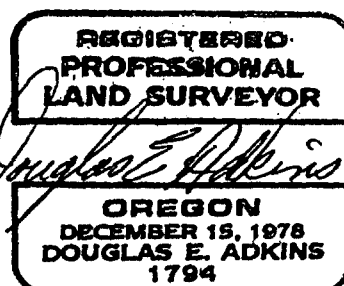


Pat Harris
 Notary Public for Oregon
 My Commission expires: 9/21/03

PROPERTY DESCRIPTION FOR
A PERMANENT CITY SEWER LINE EASEMENT THROUGH
SOUTH SUBURBAN SANITARY DISTRICT PROPERTY

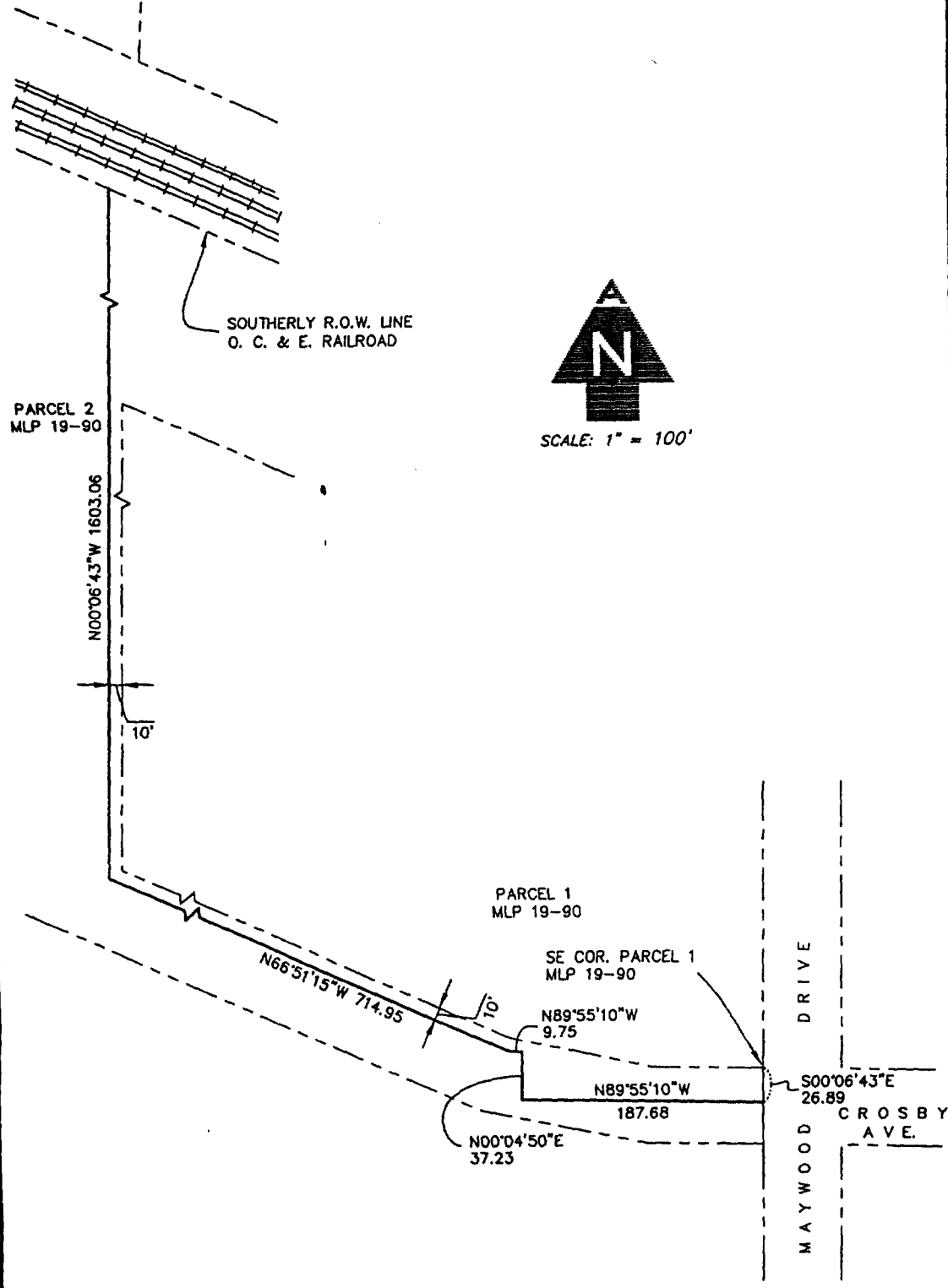
A strip of land 20 feet in width, lying 10 feet on each side of the following described centerline, lying within Parcel 2 of Minor Land Partition 19-90 as recorded in the Klamath County Book of Records, being situated in the E ½ of Section 4, T.39S., R.9E., W.M., Klamath County, Oregon, being more particularly described as follows:

Commencing at the Southeast corner of Parcel 1 of said Minor Land Partition 19-90; thence S00°06'43"E 26.89 feet to a point on the westerly right-of-way line of Maywood Drive and the True Point of Beginning for this easement description; thence N89°55'10"W 187.68 feet; thence N00°04'50"E 37.23 feet; thence N89°55'10"W 9.75 feet; thence N66°51'15"W 714.95 feet; thence N00°06'43"W 1603.06 feet, more or less to the southerly right-of-way line of the O.C.&E. Railroad line as shown on said Minor Land Partition 19-90, the side lines of said strip to be shortened or lengthened to be continuous and to terminate at said westerly right-of-way line of Maywood Drive and said southerly right-of-way line of said O.C.&E. Railroad line.



12-31-01

Exhibit "A" page 2



State of Oregon, County of Klamath
Recorded 11/28/00, at 3:13 p. m.
In Vol. M00 Page 4271

Linda Smith,
County Clerk Fee \$ 51⁰⁰
5 of 4

ADKINS

2000 Shasta Way • Klamath Falls, Oregon 97603 • (541) 864-0600 • FAX (541) 864-0330
Klamath Falls, OR • Medford, OR • Astoria, OR

SKETCH OF EASEMENT CENTERLINE

2154-0101

JULY, 2000

Rt: City
Soo Glanach
K70