

AFTER RECORDING, RETURN TO:

Mr. and Mrs. Kraig B. Weider
 1515 Pacific Terrace
 Klamath Falls OR 97601

State of Oregon, County of Klamath
 Recorded 12/16/2002 12:02 p.m.
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 Linda Smith, County Clerk
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EASEMENT FOR UTILITIES

THIS EASEMENT is made effective the first day of December 2002, by and between Kraig B. Weider and Linda L. Weider, herein called "Weiders," and Chris Kaber and Vickie M. Kaber, herein called "Kabers."

RECITALS:

A. Weiders are the owners of Parcel 2 of Klamath County Land Partition No. 28-00 and Parcels 1 and 3 of Klamath County Land Partition No. 1-01, Klamath County, Oregon. Weiders intend to construct a single-family residence on Parcel 2 of Klamath County Land Partition No. 28-00. Weiders intend to sell Parcels 1 and 3 of Klamath County Land Partition No. 1-01 and one single-family residence will eventually be constructed on each of said parcels.

B. Kabers own Parcel 2 of Klamath County Land Partition No. 1-01, and they are constructing a single-family residence thereon.

C. Kabers purchased their said parcel from Weiders, and at the time of said sale, as part of the consideration for said sale, Kabers agreed to grant to Weiders an easement across said Parcel 2 for the benefit of Weiders of said Parcel 1 of Klamath County Land Partition No. 1-01 and Parcel 2 of Klamath County Land Partition No. 28-00 for septic sewer lines to be connected to drain fields located on said Parcel 3 of Klamath County Land Partition No. 1-01.

D. The parties by this agreement, do hereby create easements for the benefit of Weiders' said parcels on the following terms and conditions:

AGREEMENT

1. Kabers do hereby grant to Weiders, their successors and assigns, an easement more particularly described on Exhibit "1" attached hereto, across, through, and under Parcel 2 of Klamath County Land Partition No. 1-01 located in the NE ¼ of Section 13, Township 38 South, Range 8 EWM.

2. The easement granted hereby shall be appurtenant to and for the benefit of the real property currently owned by Weiders and more particularly described in the Recitals section,

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above.

3. Said easement shall be used for the installation, repair, and replacement of solid septic sewer lines from Parcel 2 of Klamath County Land Partition No. 28-00 and Parcel 1 of Klamath County Land Partition No. 1-01. Weiders, their successors and assigns, may install, maintain, and replace not more than two sewer lines on said easement, one serving said Parcel 2 and one serving said Parcel 1. In addition, if it is reasonable to do so, the lines serving said Parcel 2 and Parcel 1 may be joined to a single line located on Kabers' said parcel.

4. Kabers acknowledge that Weiders may remain in title to said Parcel 1 of Klamath County Land Partition No. 1-01 for an extended period of time, and the right of Weiders, their successors and assigns to install, maintain, and replace a sewer line for said Parcel 1 shall not lapse due to the failure of Weiders, their successors and assigns to use said easement prior to the construction of a personal residence on said Parcel 1.

5. Weiders shall undertake the construction, repair, and replacement of said sewer lines at their sole risk and responsibility. Weiders, on behalf of themselves, their successors and assigns, do hereby agree to indemnify and hold Kabers, their successors and assigns harmless from any claims, liabilities, or damages resulting from the installation, maintenance, repair, or replacement of said sewer lines by Weiders, their successors and assigns.

6. Kabers acknowledge and agree that County and State health codes require that no improvements be constructed on or over the said sewer lines, and Kabers agree that any use of the easement area that Kabers may have shall not violate any health or building code and shall not jeopardize Weiders' legal right to maintain said sewer lines and will not jeopardize the physical integrity of the sewer lines.

7. This easement is made and granted for the sole and specific purpose of the construction, operation, and maintenance of sewer lines for the benefit of said parcels. No other use of the easement shall be made by Weiders, their successors and assigns.

8. Upon construction of said sewer lines, Weiders, their successors and assigns shall construct said sewer lines in a timely and workmanlike manner, minimizing, to the extent reasonably possible, damage to the Kabers' land or interference with the Kabers' use of their land. Weiders, their successors and assigns shall promptly pay for any work done to the sewer lines and shall not allow any lien of any kind or nature to attach to Kabers' land.

9. In the event that any party to this agreement shall fail to perform its obligations under this agreement, the other party shall be entitled to require such performance by suit for specific performance and, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law.

10. 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's fees at arbitration, trial, and on appeal, as adjudged by the appropriate arbitrator, trial, or appellate court.

11. The easements created and granted hereunder shall run with the land as to all property burdened and benefitted by such easements, including any further division or partition of such property. The rights, covenants, or obligations contained in this agreement shall bind, burden, and benefit each party's successors and assigns, lessees, mortgagees, and beneficiaries under Trust Deeds.

12. This agreement sets forth the entire agreement between the parties and no amendment or modification thereof shall be valid unless and until made in writing and executed by the parties or their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first herein written.

Kraig B. Weider
Kraig B. Weider

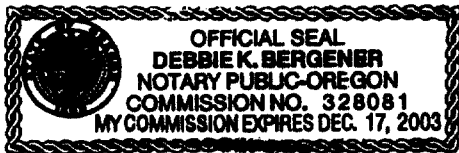
Linda L. Weider
Linda L. Weider

Chris Kaber
Chris Kaber

Vickie M. Kaber
Vickie M. Kaber

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on December 9th, 2002 by Kraig B. Weider and Linda L. Weider.

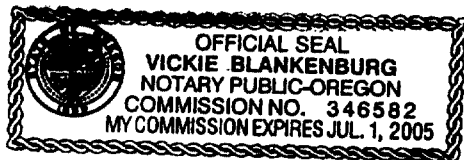


Debbie K. Bergener
Notary Public for Oregon

My Commission Expires: 12-17-2003

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on December 10, 2002 by Chris Kaber and Vickie M. Kaber.



Vickie Blankenburg
Notary Public for Oregon

My Commission Expires: 7/01/05

STATE OF OREGON,

County of

Klamath

} ss.

BE IT REMEMBERED, That on this 12th day of December, 2002,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Vickie M. Kaber

known to me to be the identical individual..... described in and who executed the within instrument and
acknowledged to me that She executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

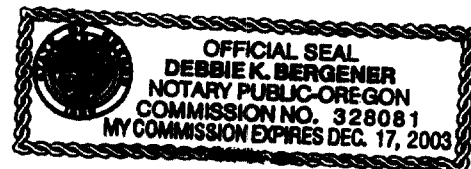
Debbie K. Bergener

Notary Public for Oregon.

My Commission expires

12-17-2003

GENERAL ACKNOWLEDGMENT
Form No. 0-16



Description for Sewerline Easement Across Parcel 2 of LP 1-01
For the Benefit of Parcel 2 of LP 28-00

A 10.00 foot wide strip of land situated in the NE¼ NE¼ of Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Parcel 2 of Land Partition 1-01 and being 5.00 feet on each side of the following described centerline:

Beginning at a point on the line common to said Parcel 2 and Parcel 1 of said Land Partition 1-01 from which the most southerly corner common to Parcel 2 and Parcel 1 bears South 21°13'42" West 182.92 feet and South 34°44'27" West 289.44 feet; thence 36.91 feet on the arc of a 694.57 foot radius curve to the right; said curve having a long chord which bears North 44°00'45" East 36.90 feet and a delta angle of 3°02'40"; thence North 45°32'05" East 53.75 feet; thence 28.85 feet on the arc of a 100.00 foot radius curve to the right, said curve having a long chord which bears North 53°48'03" East 28.75 feet and a delta angle of 16°31'57"; thence North 62°04'02" East 60.31 feet to a point on the line common to said Parcel 2 and Parcel 3 of said Land Partition 1-01 from which the most southerly corner common to said Parcels 2 and 3 bears South 0°04'12" West 145.24 feet and South 24°31'12" East 217.04 feet with the side lines of said strip to be shortened or lengthened to be continuous and to terminate on said parcel lines.

2216-03

Description for Sewerline Easement Across Parcel 2 of LP 1-01
For the Benefit of Parcel 1 of LP 1-01

A 10.00 foot wide strip of land situated in the NE¼ NE¼ of Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Parcel 2 of Land Partition 1-01 and being 5.00 feet on each side of the following described centerline:

Beginning at a point on the line common to said Parcel 2 and Parcel 1 of said Land Partition 1-01 from which the most southerly corner common to Parcel 2 and Parcel 1 bears South 21°13'42" West 209.31 feet and South 34°44'27" West 289.44 feet; thence 12.84 feet on the arc of a 704.57 foot radius curve to the right; said curve having a long chord which bears North 45°00'46" East 12.84 feet and a delta angle of 1°02'38"; thence North 45°32'05" East 53.75 feet; thence 31.74 feet on the arc of a 110.00 foot radius curve to the right, said curve having a long chord which bears North 53°48'03" East 31.63 feet and a delta angle of 16°31'57"; thence North 62°04'02" East 62.80 feet; thence South 89°55'48" East 2.49 feet to a point on the line common to said Parcel 2 and Parcel 3 of said Land Partition 1-01 from which the most southerly corner common to said Parcels 2 and 3 bears South 0°04'12" West 155.24 feet and South 24°31'12" East 217.04 feet with the side lines of said strip to be shortened or lengthened to be continuous and to terminate on said parcel lines

2216-03