

2

03 DEC 24 AM 9:13

1st 161503

Vol M03 Page 92921

SEWER EASEMENT

This Sewer Easement is made and entered into on the date last signed below by and between Regional Disposal Company, an Oregon general partnership, as Grantor, and Juanita S. Fairclo, formerly Goode, Keith D. Goode, Eileen M. Gibbons and Terry L. Schafer, hereinafter Grantees, subject to the following terms, conditions and covenants which follow:

1. **Servient Property:** Regional Disposal Company, an Oregon general partnership, is the owner and holder of legal title to:

See Attached Exhibit "A"

2. **Dominant Property:** Juanita S. Fairclo, formerly Goode, Keith D. Goode, Eileen M. Gibbons and Terry L. Schafer are the owners and holders of legal title of:

See Attached Exhibit "B"

3. **Sewer Easement Described:** Grantor conveys to Grantees, their heirs, successors and assigns, the following described non exclusive easement appurtenant described in Exhibit "C", attached hereto and incorporated herein, under and below the real property described in paragraph 1 above for the benefit of the real property described in paragraph 2 above, for the construction, installation, repair, maintenance, and replacement of the sanitary sewer now installed, or to be installed, within the described easement. This easement does not include holding tanks, vaults, or pumping apparatus constructed by Grantors for use by Grantors in the operation of the transfer station located on the servient property.

4. **Access Easement Described:** Grantors have installed underground sewer lines, within this Sewer Easement, under improvements of Grantors, for the use and benefit of Grantees. Grantors grant to Grantees, in addition to the easement described on Exhibit C hereto, an easement 30' in width, lying 15' on each side of the line described on Exhibit C, for the purpose of installation, construction, maintenance, repair, and replacement of the sewer line previously laid by Grantors, and for the purpose of installation, construction, maintenance, repair and replacement of any sewer line, force mains, macurators, pump stations, and utility lines, which may be installed, constructed, repaired, maintained and replaced within the easement by Grantees. To the extent reasonably necessary, and subject to the other provisions of this Easement, the description of the Easement set forth on Exhibit A shall be reasonably expanded to include placement of improvements reasonably necessary to operate the sewer line, including but not limited to macurators and pump stations, provided however that any expansion of the description set forth on Exhibit C shall not exceed the description set forth in this paragraph 4. The following conditions apply to use of Grantee's easement by Grantee:

a. Grantee shall provide reasonable notice to Grantors of intention to enter upon the servient property for purposes of installation, maintenance, repair or replacement. Grantors may

SEWER EASEMENT

RDC TO FAIRCLO, GOODE, GIBBONS and SCHAFFER - PAGE 1 OF 7

State of Oregon, County of Klamath
Recorded 12/24/03 9:13 a.m.
Vol M03 Pg 92921-30
Linda Smith, County Clerk
Fee \$ 66⁰⁰ # of Pgs 10

66 F

reasonably condition Grantees' access for construction, maintenance, repair or replacement so as not to unreasonably interfere with Grantor's use of the servient property.

b. In the event construction, installation, maintenance, repair or replacement should require excavation on or about the servient property Grantee shall promptly restore the premises and any portion thereof disturbed, in a first class workman like fashion to a condition equal to or better than as previously existed.

5. Attorney's Fees: In the event either party to this easement, their heirs, successors or assigns initiates suit or action to construe or enforce the terms of this easement agreement, or seek declaratory judgment of the rights and responsibilities thereof, including without limitation any equitable remedies, the prevailing party shall be entitled to recover from the other, such sum as the court or arbitrator may adjudge a reasonable attorney's fees, on trial or appeal in such suit or action, including without limitation, any and all expert witness fees, accountants fees, costs and disbursements reasonably incurred, whether they are of the type normally included under ORCP Rule 68.

6. Term of Easement: The easement and covenants above described are appurtenant to the properties owned by the parties described herein. Each shall be perpetual and benefitting and burdening the parties hereto, their heirs, successors and assigns.

7. Subdivision. In the event all or any portion of the dominant property is partitioned or subdivided, each resulting parcel shall be allowed full use of this Easement. The parties acknowledge that the dominant property may be partitioned, subdivided, or improved in the future and intend for the easements created by this document to allow full use of the easements for installation, construction, maintenance, repair and replacement of sewer lines, force mains, macurators, and pump stations for the benefit of any parcel located within the dominant property.

8. Consideration: The consideration for the grant of this easement is the fulfillment of covenants contained within a purchase and sale agreement between Grantors and Grantees, covering the servient property, and also the sale of the servient property from Grantees to Grantors.

9. Execution in Counterpart: This easement agreement shall be fully effective if executed in counterpart upon the delivery and recordation of signed originals of each of the parties herein to be bound.

IN WITNESS WHEREOF, the undersigned have hereunto executed this document.

DATED SIGNATURES AND NOTARIALS ON NEXT PAGE

Dec 16 03 04:12p

ADRR


883-1756

p.12

92923

DATED this 17 day of December, 2003.

Regional Disposal Company, by W.J.R. Environmental Inc., its general partner, and Pete Keller, its vice president.


 PETE KELLER, as Vice President of
 Regional Disposal Company and as
 Authorized Representative of its
 General Partner, W.J.R.
 Environmental Inc.

~~WASHINGTON~~
 STATE OF ~~OREGON~~)
) ss.
 County of _____)

SUBSCRIBED AND SWORN to before me this 17 day of December, 2003, by Pete Keller.




 Notary Public for Oregon ~~not~~
 My Commission Expires: 7/12/04

////

////

////

////

////

////

////

////

////

////

////

SEWER EASEMENT

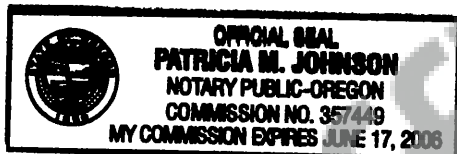
RDC TO FAIRCLO, GOODE, GIBBONS and SCHAFER - PAGE 3 OF 7

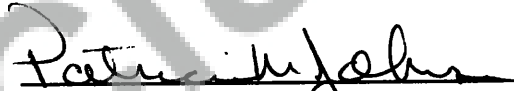
DATED this 16 day of December, 2003.


 JUANITA S. FAIRCLO

STATE OF OREGON)
) ss.
 County of Klamath)

SUBSCRIBED AND SWORN to before me this 16 day of December, 2003 by Juanita S. Fairclo.




 Notary Public for Oregon
 My Commission Expires: 6-17-2006

////

////

////

////

////

////

////

////

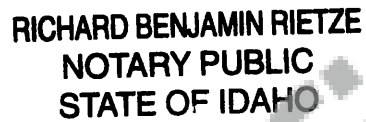
////

////

////

////

92925

DATED this 13 day of December, 2003.
KEITH D. GOODESTATE OF IDAHO)
) ss.
County of Canyon)SUBSCRIBED AND SWORN to before me this 13th day of December, 2003 by Keith
D. Goode.
RICHARD BENJAMIN RIETZE
NOTARY PUBLIC
STATE OF IDAHO
Notary Public for Idaho
My Commission Expires: Nov 26, 2006

////

////

////

////

////

////

////

////

////

////

////

////

////

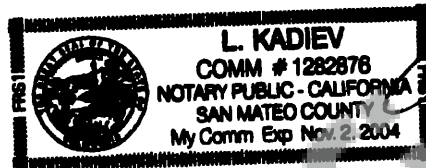
////

SEWER EASEMENT
RDC TO FAIRCLO, GOODE, GIBBONS and SCHAFER - PAGE 5 OF 7

92926

DATED this 13 day of December, 2003.
EILEEN M. GIBBONS

STATE OF CALIFORNIA)

County of San MateoSUBSCRIBED AND SWORN to before me this 13th day of December, 2003 by Eileen M. Gibbons.
Notary Public for California
My Commission Expires: Nov. 2, 2004

////

////

////

////

////

////

////

////

////

////

////

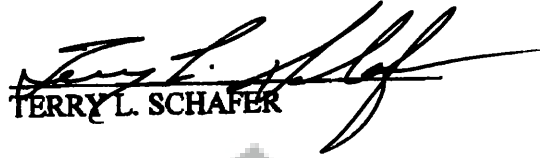
////

SEWER EASEMENT

RDC TO FAIRCLO, GOODE, GIBBONS and SCHAFER - PAGE 6 OF 7

92927

DATED this 15th day of December, 2003.


TERRY L. SCHAFER

STATE OF OHIO)

County of Washington) ss.

SUBSCRIBED AND SWORN to before me this 15th day of December, 2003 by Terry L. Schafer.


Bernadette Marie Miller
Notary Public for Ohio
My Commission Expires: 11/17/04

92928**Exhibit "A"**

Real property in the County of , State of Oregon, described as follows:

Parcel One: A parcel of land situated in the NE 1/4 SW 1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and being a portion of Ewauna Park Subdivision according to the official plat thereof on file in the office of the Klamath County Clerk, more particularly described as follows:

Beginning at a point on the Easterly right of Way line of Tingley Lane (formerly Manzanita Way), said point being the intersection of said Easterly line with the South right of way line of Birch Street (now vacated of said Ewauna Park Subdivision; thence S. 70°19'42" E. along the South right of way line of said vacated Birch Street, a distance of 191.00 feet to a point; thence N. 19°40'18" E. perpendicular to the said South right of way line, a distance of 50.00 feet to a point on the North right of way line of said vacated Birch Street; thence S. 70°19'42" E. along said North right of way line, a distance of 325.34 feet to a point on the East line of the NE 1/4 SW 1/4 of said Section 9, said point being S. 00°06'02" W. 561.65 feet from the Northeast corner of said NE 1/4 SW 1/4; thence S. 00°06'02" W. along said East line of the NE 1/4 SW 1/4, a distance of 477.59 feet to the southeast corner of Lot 1, Block 20 of said Ewauna Park Subdivision; thence N. 70°19'42" W., along the southerly lines of the following Lots; Lot 1 of Block 20, Lots 10 and 17 of Block 18 and Lots 8, 9, and 10 of Block 15, a distance of 676.32 feet to the Southwest corner of said Lot 8 ; thence N. 19°40'18" E. along the West line of Block 15 a distance of 400.00 feet to the Point of Beginning; containing 5.94 acres more or less.

Parcel Two: A parcel of land situated in the SE 1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said SE 1/4 of Section 9, said point being S. 00°06'02" W. 30.00 feet from the Northwest corner of said SE 1/4; thence S. 89°13'13" E. along the South right of way line of LaVerne Avenue, a distance of 60.00 feet to the Westerly right of way line of the Burlington Northern & Santa Fe Railway Co. (formerly Great Northern Railway Co.); thence S. 00°06'02" W. 189.04 feet along said Westerly right of way line; thence S. 47°23'24" E., 1413.45 feet along said Westerly right of way line; thence S. 42°36'36" W. perpendicular to said Westerly right of way line, a distance of 207.80 feet; thence N. 48°25'27" W. 299.92 feet; thence N. 60°58'37" W., 600.45 feet; thence N. 87°57'55" W., 211.38 feet to a point on the West line of said SE 1/4 of Section 9; thence N. 00°06'02" E. along the said West line, a distance of 801.85 feet to the Point of Beginning; containing 9.58 acres more or less.

Tax Parcel Number:

EXHIBIT "B"

92929

The following property located in Klamath County, Oregon:

Block 14: Lots 1 thru 15 and 17 thru 26

Block 18: Lots 11 thru 16

Block 19: Lots 1 thru 13

Block 20: Lots 1 thru 13

Block 21: Lots 1 thru 5

Block 22: Lots 1, 2, 3, 4, 21 and 22

Block 27: Lots 1 and 2

Saving and excepting any portion lying within the Southside ByPass.

S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. Excepting therefrom that tract conveyed to Oregon Water Corporation by Deed recorded January 30, 1955 in Book 280 at page 492, Deed Records of Klamath County, Oregon.

Also, That portion of the NE $\frac{1}{4}$ of Section 16, Township 39 South, Range 9 E.W.M. lying Easterly of the right of way of the Southside Bypass, except the following: E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 16; and that certain tract of land conveyed to James Wells Hunt and wife, by deed dated and recorded April 6, 1954 in Deed Record 266 on page 259, described as follows: a tract of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 16 lying adjacent to the West right of way of the County Road known as Washburn Way, described as follows: Beginning South 0°11' West 427.42 feet and South 89°57' West 30.0 feet from the initial point described on the plat of "Altamont Small Farms", said initial point being South 0°06' East 1344 feet from the Northwest corner of Section 15 in said Township and Range; thence South 89°57' West 178.71 feet; thence South 0°11' West 208.71 feet; thence North 89°57' East 178.71 feet; thence North 0°11' East 208.71 feet to the point of beginning. Also excepting that portion acquired by the State of Oregon by and through its Department of Transportation under stipulated Final Judgment, docketed June 8, 1987, Case No. 85-750 CV, in the Circuit Court of the State of Oregon for Klamath County, Oregon. And also excepting that portion deeded to Klamath County in Deed Volume M-96 on page 26133, records of Klamath County, Oregon.

EXHIBIT "C"

Sewer Easement

December 1, 2003

A strip of land situated in the NE1/4 SW1/4 and the NW1/4 SE 1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, for the purpose of a sanitary sewer easement. Strip of land is to be 5 feet in width, lying 2.50 feet on each side of the following described line:

Beginning at a point that bears North 50°54'04" East, 2801.24 feet from a Klamath County brass cap marking the southwest corner of said Section 9; thence North 19°40'18" East, 118.02 feet; thence South 70°19'42" East, 162.66 feet; thence North 84°17'24" East, 302.36 feet to an existing manhole; thence along an existing 4" line, North 05°11'44" West, 49.55 feet; thence North 84°48'16" East, 91.45 feet to an existing clean-out; thence North 66°24'31" East, 100.14 feet to an existing clean-out; thence North 61°35'16" East, 173.21 feet to an existing clean-out; thence North 64°45'30" East, 57.63 feet to a point that is the center of a 10 foot by 10 foot area reserved for the purpose of a sewer lift station; thence leaving said existing 4" line, North 47°01'35" West, 485.48 feet; thence North 00°06'17" East, 215.24 feet to a point on the southerly right of way line of Lavern Avenue. Said point being the point of terminus which bears North 77°03'23" East, 42.15 feet from a 3" axle. Said axle being on Ewauna Park Subdivision as recorded at the office of the Klamath County Clerks office. The side lines of said 5 foot easement are to be extended or shortened to meet at angle points and to terminate at the southerly right of way of Lavern Avenue. Containing 0.20 acres, more or less.