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State of Oregon, County of Klamath
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Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 18th day of February 2005, by and between Jerry E. Barrett and Caroline K. Barrett, hereinafter called Grantors, and South Suburban Sanitary District, a municipal corporation, hereinafter called Grantees:

W I T N E S S E T H

WHEREAS, Grantors are the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Parcel 2 of Land Partition 44-02 located in the NE1/4NW1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon (hereinafter "Grantors Property")

And have the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantors convey to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the northerly 16 feet of Grantors Property to allow Grantees to maintain, construct, and repair the sewer line located thereon.

The terms of this easement are as follows:

1. Grantees, their agents, employees, independent contractors and invitees shall use the easement to construct, maintain, repair and replace the sewer line located thereon, and in conjunction with such use may construct, reconstruct, maintain and repair the sewer line thereon.

2. Grantors reserve the right to use their Property, and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantors' right of use shall be dominant.

3. Grantees agree to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantees' use of the easement. Grantees assume all risks arising out of their use of the easement and Grantors shall have no liability to Grantees or others for any condition existing thereon.

4. This easement is appurtenant and for the benefit of South Suburban Sanitary District of Klamath County, Oregon.

1. AGREEMENT FOR EASEMENT

5. This easement shall be perpetual and shall not terminate for periods of non-use by Grantees. Said easement may be terminated upon written agreement by Grantors and Grantees, their heirs, successors and assigns.

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

IN WITNESS THEREOF, the parties have caused this instrument to be executed this ____ day of February 2005.

Jerry E. Barrett
Jerry E. Barrett

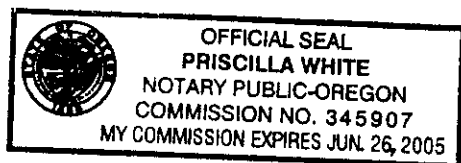
Caroline K. Barrett
Caroline K. Barrett

SOUTH SUBURBAN SANITARY DISTRICT

Grantee: South Suburban
Sanitary District
By: [Signature]
Its: General Manager

STATE OF OREGON)
) ss. February 18th, 2005
County of Klamath)

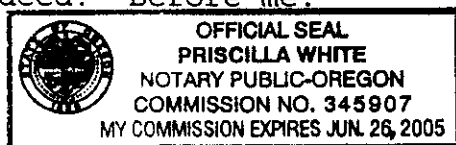
Personally appeared Jerry E. Barrett and Caroline K. Barrett and acknowledged the foregoing to be their true act and deed. Before me:



Priscilla White
Notary public for Oregon
My commission expires: 6-26-2005

STATE OF OREGON)
) ss. February 18th, 2005
County of Klamath)

Personally appeared, Robert McDaniel, who being duly sworn, dated he/she is a Representative Agent of South Suburban Sanitary District and that said instrument was signed on behalf of said corporation by authority of its board of directors; and he/she acknowledged said instrument was its voluntary act and deed. Before me:



Priscilla White
Notary public for Oregon
My commission expires: 6-26-2005

2. AGREEMENT FOR EASEMENT

Returned @ Counter

**SOUTH SUBURBAN SANITARY DISTRICT
2201 LAVERNE AVENUE
KLAMATH FALLS, OREGON 97603**