

05 MAY 12 PM 1:25

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Upon completion of recording return to:
ASPEN TITLE & ESCROW, INC.
525 MAIN STREET
KLAMATH FALLS, OREGON 97601

State of Oregon, County of Klamath
Recorded 05/12/05 1:25 P m
Vol M05 Pg 34364-105
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

Aspen 10378MA
AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 28th day of April 2005, by and between Jerald Jackson and Charlene M. Jackson, husband and wife, hereinafter called Grantors, and South Suburban Sanitary District, a municipal corporation, hereinafter called Grantees:

WITNESSETH

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

Lot 55, Fair Acres Subdivision #1, according to the official plat thereof on file in the office of the County Clerk of 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 west 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, reconstruct, maintain and repair the sewer line 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, Grantor's 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 if the 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 in appurtenant and for the benefit of South Suburban Sanitary District of Klamath County, Oregon.

1. **AGREEMENT FOR EASEMENT**

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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 April 2005.

Jerald Jackson
Jerald Jackson

Charlene M. Jackson
Charlene M. Jackson

Grantee: South Suburban
Sanitary District

By: [Signature]
Its: General Manager

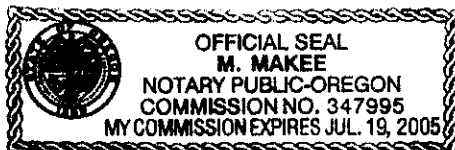
STATE OF OREGON)

ss. April _____, 2005

County of Klamath)

Personally appeared Jerald Jackson and Charlene M. Jackson and acknowledged the foregoing to be their true act and deed.

Before me:



M. Makee
Notary public for Oregon
My commission expires: 7-19-05

STATE OF OREGON)

ss. April 28, 2005

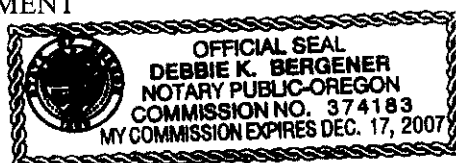
County of Klamath)

Personally appeared, Robert McDaniel, who being duly sworn, dated he/she is a General Manager 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:

Debbie K. Bergener
Notary public for Oregon
My commission expires: 12-17-2007

2. AGREEMENT FOR EASEMENT



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