



EA

EASEMENT

M06-07729

Klamath County, Oregon

04/20/2006 02:28:37 PM

Pages 4 Fee: \$36.00

Between

RICHARD JOHN STEINBOCK
3117 WESTERN STREET
KLAMATH FALLS, OR 97603

And

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

After recording, return to (Name, Address, Zip):

THIS AGREEMENT made and entered into on _____, by and
between RICHARD JOHN STEINBOCK
hereinafter called the first party, and SOUTH SUBURBAN SANITARY DISTRICT

_____, hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in KLAMATH
County, State of Oregon, to-wit:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in that county and state, to-wit:

not applicable

NOW, THEREFORE, in view of the premises and in consideration of \$ 4000.00 by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

An easement more particularly described in Exhibit "B" made a part hereof for installation and maintenance of a sanitary sewer to be owned and maintained by South Suburban Sanitary District.

(INSERT A FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY.)

(OVER)

364

ole - Adkins Consulting Engineers



The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate. The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

No sanitary sewer service lateral shall be connected to the sanitary sewer line located within its easement. The real property is to be returned to like condition after installation is completed including surface restoration, repairing the existing underground irrigation system, and repairing the existing fence.

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

not applicable

and the second party's right of way shall be parallel with the center line and not more than _____ feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party responsible for _____ % and the second party responsible for 100 %. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Richard John Steinbock

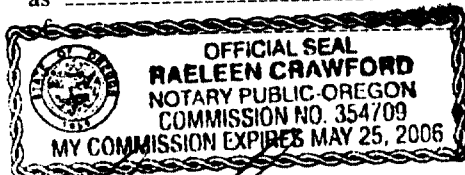
RICHARD JOHN STEINBOCK

FIRST PARTY

STATE OF OREGON, County of KLAMATH ss.

This instrument was acknowledged before me on _____
by RICHARD JOHN STEINBOCK

This instrument was acknowledged before me on April 30, 2006
by _____
as _____



Raeleen Crawford
Notary Public for Oregon
My commission expires 5-25-06

Robert C. McDaniel
SOUTH SUBURBAN SANITARY DISTRICT

SECOND PARTY

STATE OF OREGON, County of KLAMATH ss.

This instrument was acknowledged before me on April 20th 2006
by _____

This instrument was acknowledged before me on _____
by _____
as _____
of _____



Raeleen Crawford
Notary Public for Oregon
My commission expires 5-25-06

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land located in the NE1/4 of the SW1/4 Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of Lot 40 of PERRY'S ADDITION to Lloyd's Tracts; thence North 89° 43' East 140.96 feet; thence South 0° 07' East 113.75 feet; thence South 89° 42' West 140.5 feet; thence North 0° 21' West 113.74 feet to the point of beginning.

Tax Account No: 3909-011CA-00300-000

ADKINS

CONSULTING
ENGINEERS, INC

Engineers

Planners

Surveyors

Testing

EXHIBIT "B"

DESCRIPTION FOR EASEMENT ON NORTH SIDE OF PARCEL DESCRIBED IN D.V. M73, PAGE 5262

A parcel of land situated in Perry's Addition to Lloyd's Tracts in the NE¼ SW¼ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being the north 10.00 feet of that parcel described in Deed Volume M73, Page 5262, Deed Records of Klamath County, Oregon, as follows:

Beginning at the southwest corner of Lot 40 of Perry's Addition to Lloyd's Tracts; thence North 89°43' East 140.96 feet; thence South 0°07' East 113.75 feet; thence South 89°42' West 140.5 feet; thence North 0°21' West 113.74 feet to the point of beginning.

2661-01

Dec. 23, 2005

REGISTERED
PROFESSIONAL
LAND SURVEYOR

D E Adkins

OREGON
DECEMBER 15, 1978
DOUGLAS E. ADKINS
1794

RENEWAL DATE 12/31/07