

Returned @ Counter

After Recording Return to

Tru Line Surveying  
2333 Summers Lane  
Klamath Falls, OR 97603

2007-009747  
Klamath County, Oregon



05/31/2007 10:33:29 AM

Fee: \$31.00

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that John Keppinger and Ronda Keppinger, Husband and wife (Grantors), does hereby grant bargain, sell and convey to any and all necessary utility companies (Grantee), permanent non-exclusive easement for public utilities including geothermal and all necessary appurtenances in, into, upon, over, across and under a strip of land described and shown as follows:

### SEE EXHIBIT 'A' ATTACHED HERETO

The Easement Area lies within the real property owned by Grantor that is legally described as follows:

Parcel 2, of Land Partition 38-03, being a Replat of Parcel 2 of Land Partition 4-98, situated in the SE1/4 of the SW1/4 of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Together with the rights of ingress and egress over Grantor's adjoining lands for the purpose of Grantee's enjoyment of this easement.

Grantor retains the right to utilize the Easement Area for any purposes that do not conflict with utilities. Although this easement is non-exclusive, Grantor agrees that any other use of the Easement Area or the ingress/egress area permitted by Grantor shall not interfere with Grantee's use of those areas authorized herein.

IN CONSIDERATION OF THIS GRANT OF EASEMENT, Grantee agrees to the following:

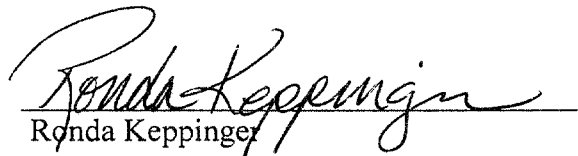
1. **Indemnification by Grantee**, Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings asserted by third parties against Grantor and Grantor's heirs, successors and assigns (Including attorney's fees, costs and expenses) that arise from or out of the Grantee's use of the Easement Area or the Property at any time.

2. **Notice Prior to Entry.** This easement shall include the perpetual right to enter upon the Property at any necessary time, so long as Grantee uses it's best effort to coordinate such access with Grantor so as not to interfere with Grantor's ongoing business.
3. **Restoration of Property.** Upon the completion of Grantee's installation of utilities, or upon completion of grantee's ongoing maintenance or inspection of the utilities that are installed in the Easement Area. Grantee shall restore the Easement Area and the Property to the same condition as existed prior to Grantee's entry into the Easement Area or onto the property

This document shall be binding upon all subsequent purchasers of the Property, the Grantee, and the heirs, successors and assigns, of both.

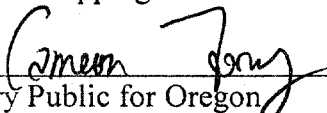
IN WITNESS WHEREOF, I/we have hereunto set our hands the 29 day of MAY, 2007.

  
John Keppinger

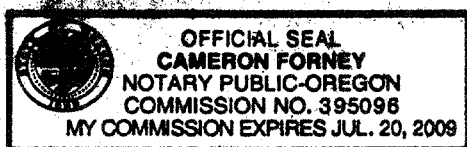
  
Ronda Keppinger

State of Oregon  
County of Klamath

This instrument was acknowledged before me this 29 day of May, 2007  
by John Keppinger and Ronda Keppinger.

  
Notary Public for Oregon

My commission expires July 20, 2009



**TRU SURVEYING, INC. LINE**

2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691

DENNIS A ENSOR O.L.S

JOHN HEATON L.S.I.T.

Exhibit "A"

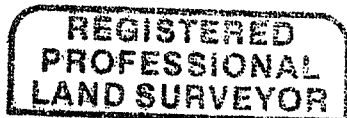
APRIL 4, 2007

LEGAL DESCRIPTION OF 10 FOOT WIDE PUBLIC UTILITY EASEMENT

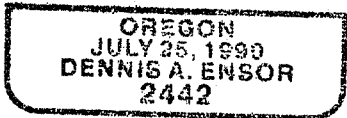
A 10 FOOT WIDE PUBLIC UTILITY EASEMENT BEING A PORTION OF PARCEL 2 OF "LAND PARTITION 38-03", SITUATED IN THE SE1/4 SW1/4 OF SECTION 7, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 10 FEET OF SAID PARCEL 2.

*Dennis A. Ensor*  
DENNIS A. ENSOR O.L.S. 2442



*Dennis A. Ensor*



EXPIRES 12/31/07