**2018-008395****Klamath County, Oregon**

07/13/2018 03:36:01 PM

Fee: \$92.00

Space above this line for Recorder's use.

Statutory Bargain and Sale Deed
(ORS 93.860)

GRANTOR:

State of Oregon, acting by and through the
Oregon Board of Forestry on behalf
of the Oregon Department of Forestry
2600 State Street, Bldg. D
Salem, OR 97301

GRANTEE:

Crescent Sanitary District
PO Box 265
Crescent, OR 97733

**FUTURE TAX STATEMENTS
SHOULD BE MAILED TO:**

Crescent Sanitary District
PO Box 265
Crescent, OR 97733

**AFTER RECORDING
RETURN TO:**

Crescent Sanitary District
PO Box 265
Crescent, OR 97733

The STATE OF OREGON, acting by and through the Oregon Board of Forestry on behalf of the Oregon Department of Forestry (GRANTOR), conveys to Crescent Sanitary District, a local service district organized under ORS Chapter 450 (GRANTEE), the following described real property (the "Property") located in Klamath County, Oregon, and being more particularly described as follows:

Parcel A:

Parcel 1 of Land Partition No. 52-04 situated in Sections 6 and 7, Township 25 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Parcel B:

Government Lot 5 in Section 6, Township 25 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

The true and actual consideration for this conveyance is \$62,000.

RESERVING TO GRANTOR, its successors and assigns, all minerals as defined in ORS 273.775 (1), including soil, clay, stone, sand and gravel, and all geothermal resources, as defined in ORS 273.775 (2), together with the right to make such use of the surface as may be reasonably necessary for prospecting for, exploring for, mining, extracting, reinjecting, storing, drilling for, and removing, such minerals, materials, and geothermal resources.

In the event use of the Property by a surface rights owner would be damaged by one or more of the activities described above, then such owner shall be entitled to compensation from Grantor's lessee to the extent of the diminution in value of the real property, based on the actual use by the surface rights owner at the time the Grantor's lessee conducts any of the above activities.

FURTHER RESERVING TO GRANTOR, its successors and assigns, a perpetual, non-exclusive easement for ingress and egress by any means and for any lawful purpose, including but not limited to dust and fire abatement, in accordance with that certain Intergovernmental Agreement between Grantor and Grantee of even date herewith, over, across and upon any existing roads and any later-constructed roads on the Property, for the benefit of Grantor's properties within the Gilchrist State Forest (the "Roads"). Grantor, Grantee, and the successors and assigns of each, shall, pursuant to ORS 105.170 – 105.185, share maintenance obligations and related costs in proportion to their use of the Roads. Grantor and Grantee intend for this maintenance agreement to touch and concern the Property, bind their successors and assigns, and run with the Property in perpetuity. Nothing in this easement and road maintenance agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution, or any other law regulating liabilities or monetary obligation of the State of Oregon.

SUBJECT TO, A fee simple determinable for so long as the Property is used for public sanitary wastewater treatment purposes only and not sold to a private purchaser, and retaining in the Grantor a possibility of reverter, such that if the Property is no longer so used, or if the Property is sold to a private purchaser, the interest of Grantee shall automatically terminate, and fee simple title shall revert to Grantor, in which event Grantee shall execute a recordable document evidencing that the Property has reverted to Grantor. Should the Property revert to Grantor as described above, and if requested by Grantor, Grantee shall remove all of Grantee's facilities and improvements from the Property.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The STATE OF OREGON, acting by and through the Oregon Board of Forestry on behalf of the Oregon Department of Forestry.

By: Elizabeth F. Dent

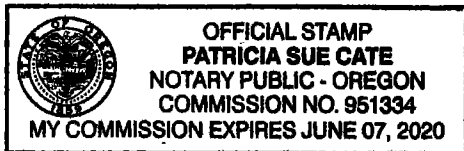
Name: Elizabeth F. Dent

Title: State Forests Division Chief

STATE OF OREGON)
)
County of Marion)

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The foregoing instrument was acknowledged before me this 11th day of July,
2018 by Elizabeth F. Dent, as State Forests Division Chief
for the Department of Forestry, on behalf of the State of Oregon.



Patricia Sue Cate

Signature

Notary Public for Oregon

My commission expires June 7, 2020.