

**2018-008396****Klamath County, Oregon**

07/13/2018 03:36:01 PM

Fee: \$107.00

<i>Space above for Recorder's use</i>	
After recording return to: Crescent Sanitary District P.O. Box 265 Crescent, OR 97733	Send Tax Statements To: No Change Tax ID #

EASEMENT

In consideration of an exchange of other goods and valuable services the STATE OF OREGON, acting by and through the Oregon Department of Forestry on behalf of its Board of Forestry, (GRANTOR), grants and conveys to the CRESCENT SANITARY DISTRICT (GRANTEE), a non-exclusive easement over, upon and across:

The existing 9768-030 Road located in portions of Sections 6, Township 25 South, Range 9 East, and Section 1, Township 25 South, Range 8 East, Willamette Meridian, Klamath County, Oregon as shown on the attached Exhibit "A".

To have and to hold said easement FOREVER, subject to the following terms:

1. The rights herein granted are for the purposes of maintaining, repairing, and using a roadway by GRANTEE and by GRANTEE's licensees and permittees, for access to GRANTEE's sanitary wastewater treatment facility.
2. GRANTOR reserves the exclusive right to grant further easements across the above described land. GRANTOR, its tenants, invitees, agents, employees, successors, and assigns reserves the right to use the road in common with the GRANTEE, its successors in ownership, and the tenants, invitees, agents, and employees of GRANTEE.
3. GRANTEE agrees that its use of the road covered by this easement is subject to all terms and conditions contained in the Deed of Conservation Easement granted to the Deschutes Land Trust dated August 24, 2000, recorded September 21, 2000, Vol. M00, Page 34689, Klamath County, Oregon, and the Deed of Conservation Easement Amendment dated December 21, 2015, recorded December 21, 2015, Instrument # 2015-013664, Klamath County, Oregon.

4. GRANTOR agrees to contract all work necessary to re-construct the road to a condition needed to support year around traffic. GRANTEE agrees to compensate GRANTOR for all costs associated with the re-construction of the road. GRANTEE shall reimburse GRANTOR within 30 days from date billed.
5. GRANTEE agrees to be responsible for any damage or any third party liability arising out of or related to the exercise of the rights granted under this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, Section 7, to the extent of liability arising out of the negligence of GRANTEE. GRANTEE shall not be required to indemnify or defend the GRANTOR for any liability arising out of the wrongful acts of employees or agents of the GRANTOR.
6. GRANTEE shall observe and comply with all federal, state, and local laws and regulations which in any manner affect the activities of GRANTEE under this easement.
7. This easement is granted appurtenant to the following described land:

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.

In the event of any subdivision or sale of any portion of the land to which this easement is appurtenant, this easement shall remain appurtenant only to the largest remaining parcel; and owners of the other parcels have no rights to this easement. GRANTEE shall give written notice to GRANTOR prior to any subdivision or sale of said land. Such written notice shall include description of land or subdivided parcel and the name and address of the new owner.

8. This easement may be terminated by GRANTOR and all rights herein granted cease immediately in the event:
 - a. If for a period of 10 years GRANTEE fails to use or otherwise abandons said easement; or
 - b. If GRANTEE fails, neglects, or refuses to keep, observe, or perform any of the conditions or agreements herein contained, for a period of 30 days after having been given written notice to comply therewith; or

- c. Immediately upon insolvency, adjudication of bankruptcy or appointment of a receiver for the property of GRANTEE.

Upon GRANTOR's written notice of termination, GRANTEE shall execute a recordable document evidencing termination of easement.

9. GRANTEE, when using the roadway on said easement and right of way, shall maintain the said roadway in a condition as good as existed prior to the commencement of such use, provided that when GRANTEE and other authorized parties jointly use said roadway, then each party shall be responsible for a proportionate part of the entire maintenance which said part shall be based upon the ratio of party use to total use.
10. Maintenance to be performed by GRANTEE under paragraph 9 of this easement shall be inclusive of work needed to protect the road from seasonal weather damage, to restore damage or wear caused by GRANTEE's use, and to safeguard soil, water, and drainage structures, as follows:
 - a. Maintenance of the existing cross section of dirt or gravelled roads by blading or shaping surface and shoulders. Banks shall not be undercut, and established berms shall be maintained. Additional berms shall be placed where needed to protect fills.
 - b. Removal of bank slough, minor slides and fallen timber, replacement of material eroded from fill slopes and by minor washouts, and cleaning out, of ditches and culverts. Such work shall be that which can practicably be accomplished by a motor patrol grader equipped with a front end blade, or comparable equipment, and by use of hand tools.
 - c. Preventative maintenance every spring and fall to minimize weather damage. This may include shaping and grading, cross-ditching, and removal of debris.
 - d. Patching and additional rocking of gravel road surfaces as necessary to repair or restore damage and wear caused by GRANTEE's operations.
 - e. Removal of brush or tree growth or other obstructions to visibility as such obstructions develop during the permit period. Herbicides may be used only with written authorization of the State Forester.

While performing normal maintenance work, GRANTEE shall avoid leaving dirt or debris on gravel or bituminous road surfaces. GRANTEE shall avoid blading surface material off surface of roads, and shall minimize damage to road surfaces and ditches caused by logging operations, and shall restore the road to its original condition within a reasonable period of time.

11. Should GRANTEE fail to perform the road maintenance required by this easement, GRANTOR shall have the right to perform or cause to have performed said maintenance and recover all associated costs from GRANTEE. GRANTEE shall reimburse GRANTOR within 30 days from date billed.
12. GRANTEE or GRANTEE's contractors shall secure and keep in effect the following insurance coverages, in a policy or policies issued by an insurance company or companies authorized to do business in the State of Oregon. The issuing company or companies shall indicate on the insurance certificate(s) required by this section that GRANTOR will be given not less than 30 days notice of any cancellation, material change, or intent not to renew such policy. The coverage shall be as follows:
 - a. Commercial General Liability insurance covering personal injury and property damage in an amount not less than \$2,000,000 combined single limit per occurrence.
 - b. Automobile Liability insurance in an amount not less than \$2,000,000 combined single limit per occurrence. This coverage can be provided by combining the Automobile Liability protection with the Commercial General Liability policy.
 - c. Loggers Broad Form coverage, in an amount not less than \$2,000,000 for costs of fire control, losses or damage from fire, and other causes arising or resulting from activities of GRANTEE, employees, contractors and others working or acting for GRANTEE. This coverage may be provided by GRANTEE's contractor.
 - d. As evidence of the insurance coverage required by this easement, GRANTEE shall furnish a certificate or certificates of insurance including all of the foregoing coverages to GRANTOR.
 - e. Other insurance limits may be set upon mutual agreement in writing by the GRANTOR and GRANTEE.
13. All agreements and conditions of this easement are alike binding upon the GRANTEE and any other future holders of this easement.

Executed this 11th day of July, 20 18.

GRANTOR:

GRANTEE:

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

CRESCENT SANITARY DISTRICT

Elizabeth F. Dent
Elizabeth F. Dent

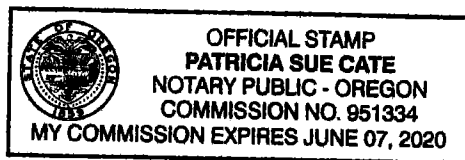
Division Chief
State Forests Division

Cher L. Dolan, President
Crescent Sanitary District

ACKNOWLEDGMENTS

STATE OF OREGON)
) ss.
County of Marion)

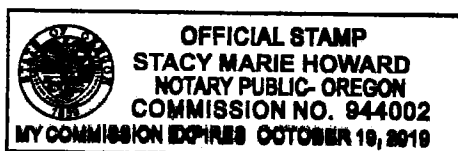
This instrument was acknowledged before me this 11th day of July,
20 18, by Elizabeth F. Dent, as the authorized representative of the State of Oregon.



Patricia Sue Cate
Notary Public for Oregon
My Commission expires: 6/7/2020

STATE OF OREGON)
) ss.
County of Klamath)
July 12, 2018

Personally appeared Cher L. Dolan who, being duly sworn (or affirmed),
did say that he~~she~~ is the President (president or other officer) of the Crescent
Sanitary District and that said instrument was signed in behalf of said district by authority of its
board of directors; and he/she acknowledged said instrument to be its voluntary act and deed.



Stacy Marie Howard
Notary Public
My Commission expires: 10-19-19

