



**2019-007920**

**Klamath County, Oregon**

07/15/2019 02:53:01 PM

Fee: \$102.00

**After recording return to:**  
Crescent Sanitary District  
P.O. Box 265  
Crescent, Oregon 97733

**Until further notice,  
send tax statements to:**  
Crescent Sanitary District  
P.O. Box 265  
Crescent, Oregon 97733

**GRANTORS:**  
Scott and Melissa Sanders  
4195 Berrywood Drive  
Eugene OR, 97404

**GRANTEE:**  
Crescent Sanitary District  
P.O. Box 265  
Crescent, Oregon 97733

David and Holly Rhodes  
27602 Bud Vaughan Road  
Junction City, OR 97448

**CRESCENT SANITARY DISTRICT  
PUBLIC UTILITY EASEMENT**

Scott and Melissa Sanders and David and Holly Rhodes, hereinafter referred to as "Grantors," own the real property described below and do hereby give and grant unto the Crescent Sanitary District, a municipal corporation located in Klamath County, Oregon, hereinafter referred to as "Grantee," a non-exclusive perpetual easement for a public utility, including the right to lay, construct and maintain a sewer line, water service, and electrical service, and all related appurtenances, hereinafter referred to as "Public Utility," to be constructed and located under the surface of Grantors' real property, described as follows:

**EASEMENT AREA**

A 30 FOOT WIDE SEWER ACCESS EASEMENT, LOCATED IN GOVERNMENT LOT 4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 9 EAST, OF THE WILLAMETTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT A BRASS CAP AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 9 EAST, OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 89° 00' 19" EAST A DISTANCE OF 735.42 FEET ALONG THE SOUTH LINE OF SAID SECTION 31 TO THE POINT OF BEGINNING; THENCE NORTH 0° 09' 19" EAST A DISTANCE OF 39.02 FEET TO A POINT; THENCE NORTH 45° 50' 03" WEST A DISTANCE OF 95.97 FEET TO A POINT; THENCE NORTH 0° 50' 12" EAST A DISTANCE OF 192.53 FEET TO A POINT; THENCE NORTH 88° 51' 22" WEST A DISTANCE OF 660.00 FEET TO A POINT; THENCE NORTH 1° 12' 52" EAST A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 88°**

51' 22" EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 1° 08' 38" WEST A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 88° 51' 27" EAST A DISTANCE OF 674.76 FEET TO A POINT; THENCE SOUTH 0° 50' 12" EAST A DISTANCE OF 138.08 FEET TO A POINT; THENCE NORTH 44° 18' 28" EAST A DISTANCE OF 1093.83 FEET TO A POINT; THENCE NORTH 1° 09' 44" EAST A DISTANCE OF 1015.92 FEET TO A POINT; THENCE NORTH 88° 56' 10" WEST A DISTANCE OF 1435.83 FEET TO A POINT; THENCE NORTH 1° 19' 27" EAST A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 88° 56' 10" EAST A DISTANCE OF 1465.74 FEET TO A POINT; THENCE SOUTH 1° 09' 44" WEST A DISTANCE OF 1057.83 FEET TO A POINT; THENCE SOUTH 44° 18' 28" WEST A DISTANCE OF 1137.34 FEET TO A POINT; THENCE SOUTH 0° 50' 12" WEST A DISTANCE OF 27.76 FEET TO A POINT; THENCE SOUTH 45° 50' 03" EAST A DISTANCE OF 95.76 FEET TO A POINT; THENCE SOUTH 0° 09' 32" WEST A DISTANCE OF 52.19 FEET TO A POINT ON THE SOUTH LINE OF SECTION 31; FOLLOWING SAID SECTION LINE, THENCE NORTH 89° 00' 19" WEST A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 137287 SQUARE FEET, OR 3.15 ACRES, MORE OR LESS.  
(See Easement Map, attached as Exhibit A).

The true and actual consideration for this easement is in part monetary and in part other consideration as described in Agreement between the parties dated of even date herewith, the terms of which Agreement are hereby incorporated.

This grant is intended to exclude other below surface installations, except for public water and electrical service co-location as may be specifically approved by Grantee. Grantee and its contractors, subcontractors, agents, or employees shall have the right to enter and occupy the easement for the purpose of constructing, operating, and maintaining the Public Utility, including inspection, repair, replacement, removal, or renovation of the Public Utility. Grantee shall construct its improvements to allow for the future subsurface co-location of public water and electrical service. Grantee shall construct its improvements to allow for dedication and construction of a public roadway on the easement area.

Grantors agree not to plant any tree, shrub, or plant within the Public Utility easement, nor, except as for the public roadway described above, build any structure or place any fence in the easement without first obtaining written permission from Grantee. Balm, poplar, locust, cottonwood or willow trees should not be planted near the Public Utility easement. Except as otherwise described in this agreement, it is understood that Grantee may remove any physical obstructions including buildings, fences, trees, or shrubbery, and abate any use of the easement if Grantee finds that the physical obstruction or use will interfere with the Public Utility or Grantee's easement rights granted above, without recompense to the Grantors.

Grantors and Grantee intend that this easement bind Grantors, their heirs, successors and assigns. This easement will not be considered abandoned until Grantee has declared the easement abandoned and no longer in use by Grantee, and releases this easement in a duly executed and recorded Release of Easement.

In addition to all other remedies allowed by law, the parties, its successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this easement. If either party is required to bring suit or action to enforce these easement terms, the

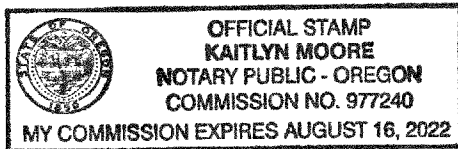
prevailing party shall be entitled to recover such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

DATED this 29 day of January, 2019

Scott Sanders, Owner

STATE OF OREGON )  
 ) ss.  
County of Lane )

This instrument was acknowledged before me on this 29 day of January, 2018, by Scott Sanders.

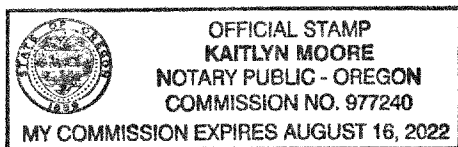


Notary Public for Oregon

Melissa Sanders, Owner

STATE OF OREGON )  
 ) ss.  
County of Lane )

This instrument was acknowledged before me on this 29 day of January, 2018, by <sup>gkm</sup>  
Melissa Sanders.

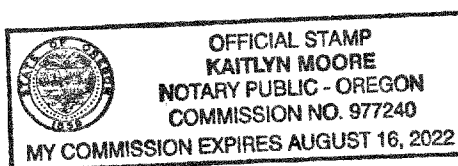


Notary Public for Oregon

David Rhodes, Owner

STATE OF OREGON )  
 ) ss.  
County of Lane )

This instrument was acknowledged before me on this 29 day of January, 2018<sup>909</sup>, by David Rhodes.

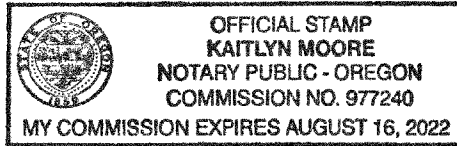


Notary Public for Oregon

Holly Rhodes, Owner

STATE OF OREGON )  
 ) ss.  
County of Lane )

This instrument was acknowledged before me on this 29 day of January, 2018, by Holly Rhodes. <sup>qkm</sup>



Kaitlyn Moore  
Notary Public for Oregon

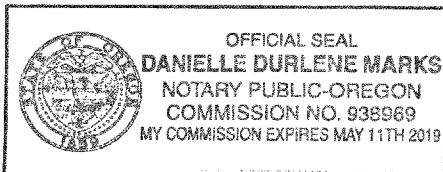
### ACCEPTANCE OF EASEMENT

Crescent Sanitary District does hereby accept the above-described Public Utility Easement this 25 day of January, 2019

Kimberly Mathers  
President CSD, 1/25/2019

STATE OF OREGON )  
 Deschutes ) ss.  
County of Klamath )

This instrument was acknowledged before on this 25 day of January, 2019, by Kimberly Mathers as President of the Crescent Sanitary District.



[Signature]  
Notary Public for Oregon

# Exhibit A

