



**2019-007921**

**Klamath County, Oregon**

07/15/2019 02:53:01 PM

Fee: \$107.00

**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:**

Bruce and Donna Hall  
135151 Hwy. 97 N.  
Crescent, OR 97733

**GRANTEE:**

Crescent Sanitary District  
P.O. Box 265  
Crescent, Oregon 97733

**CRESCENT SANITARY DISTRICT  
PUBLIC UTILITY EASEMENT**

Bruce and Donna Hall, 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, and all related appurtenances, hereinafter referred to as "Public Utility," to be constructed and located on, across, under or over the surface of Grantors' real property, described as follows:

**EASEMENT AREA**

A 25 FOOT WIDE SEWER EASEMENT, LOCATED IN THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP 24 SOUTH, RANGE 8 EAST, OF THE WILLAMETTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT** A  $\frac{1}{2}$ " IRON ROD ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 97; THENCE SOUTH  $63^{\circ} 35' 25''$  EAST A DISTANCE OF 469.02 FEET TO A POINT ON THE EAST LINE OF SECTION 36; FOLLOWING SAID SECTION LINE, THENCE SOUTH  $1^{\circ} 19' 27''$  WEST A DISTANCE OF 27.61 FEET TO A POINT; LEAVING SAID SECTION LINE, THENCE NORTH  $63^{\circ} 35' 25''$  WEST A DISTANCE OF 480.78 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 97; FOLLOWING SAID RIGHT-OF-WAY, THENCE NORTH  $26^{\circ} 32' 09''$  EAST A DISTANCE OF 25.00 FEET TO  $\frac{1}{2}$ " IRON ROD AND THE **POINT OF BEGINNING**.

CONTAINS 11872 SQUARE FEET, OR 0.27 ACRES, MORE OR LESS.  
(See Easement Map, attached as Exhibit A).

The true and actual consideration for this easement is \$1.00.

Recorded by AmeriTitle as an accommodation only. No liability is accepted for the condition of title or for the validity, sufficiency, or effect of this document.


This grant is intended to exclude all other below surface installations, except 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.

Grantors shall be responsible for landscape and surface maintenance within the Public Utility easement. In carrying out this responsibility, Grantors agree not to plant any tree, shrub or plant within the Public Utility easement, nor build any structure or place any fence in the easement without first obtaining written permission from Grantee. Aspen, poplar, locust, cottonwood or willow trees should not be planted near the Public Utility easement. 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.

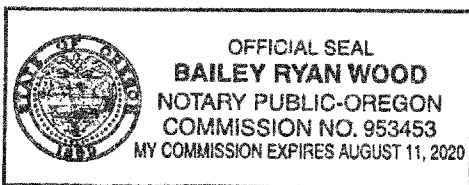
In addition to all other remedies allowed by law, Grantee, its successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this easement against Grantor. If either party is required to bring suit or action to enforce these easement terms, 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 9<sup>th</sup> day of July, 2018.


  
Bruce Hall, Owner

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

This instrument was acknowledged before me on this 9<sup>th</sup> day of July, 2018, by Bruce Hall.



  
Notary Public for Oregon

  
Donna Hall, Owner

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

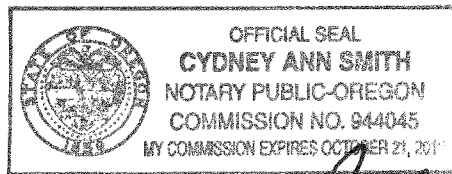
This instrument was acknowledged before me on this 9<sup>th</sup> day of July, 2018, by Donna Hall.



\* See Attached Notary Stamp & Signature

# See Attached Notary Stamp & Signature

OFFICIAL SEAL  
CYDNEY ANN SMITH  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 944045  
COMMISSION EXPIRES OCTOBER 21, 2019



Cydney A. Smith  
Notary Public for Oregon

### ACCEPTANCE OF EASEMENT

Crescent Sanitary District does hereby accept the above-described Public Utility Easement this 12<sup>th</sup> day of July, 2019.

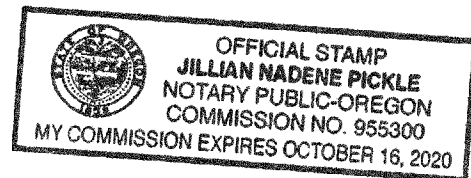
Kim Mathers  
President, CSD

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

This instrument was acknowledged before on this 12<sup>th</sup> day of July, 2019  
by Kim Mathers as President of the Crescent Sanitary District.

Jillian Nadene Pickle  
Notary Public for Oregon

F:\1Clients\Muni\Crescent SD\GENERAL\General 2018-2019\EAS - Utility Big Pines RV Park (052518) CHCkad.docx



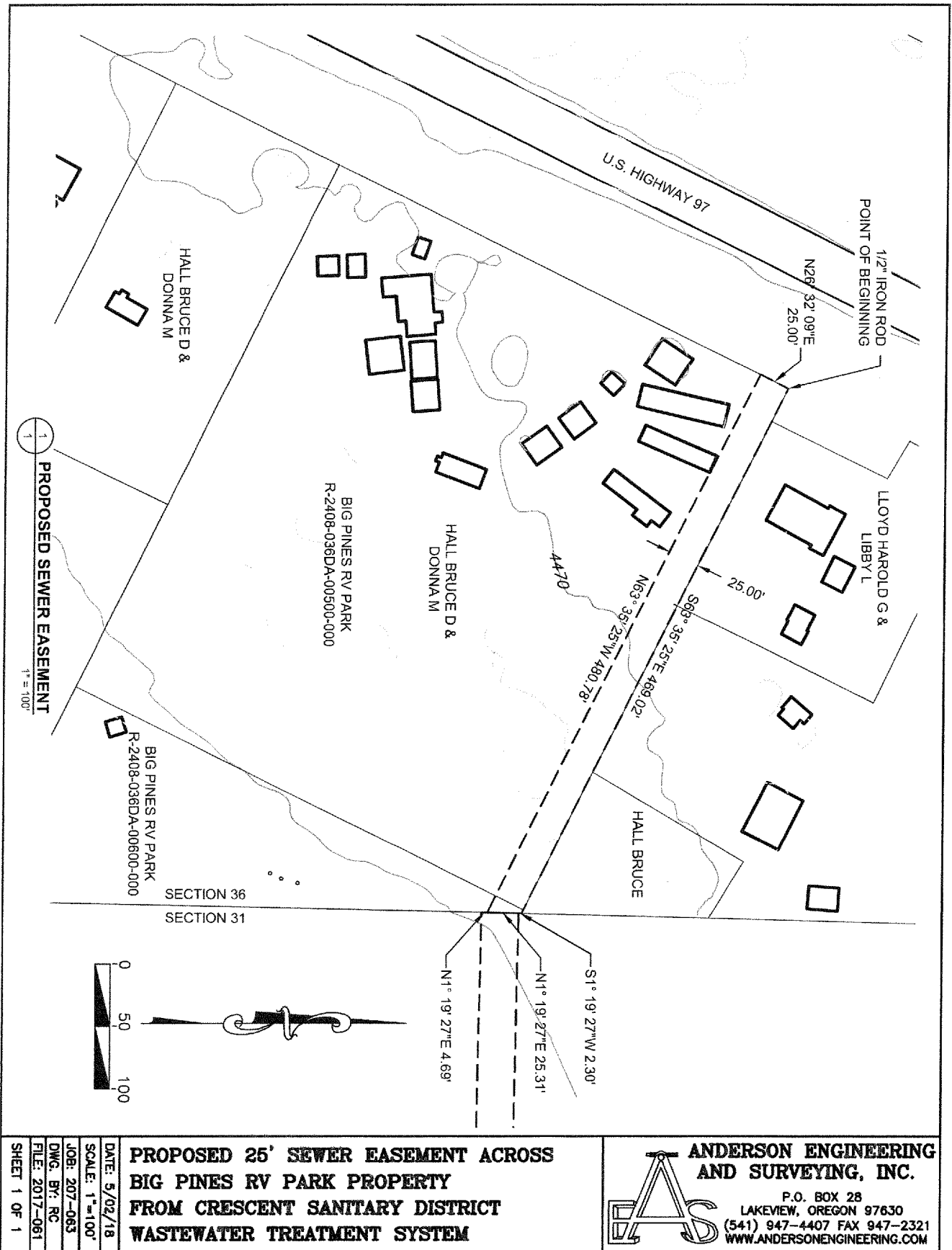
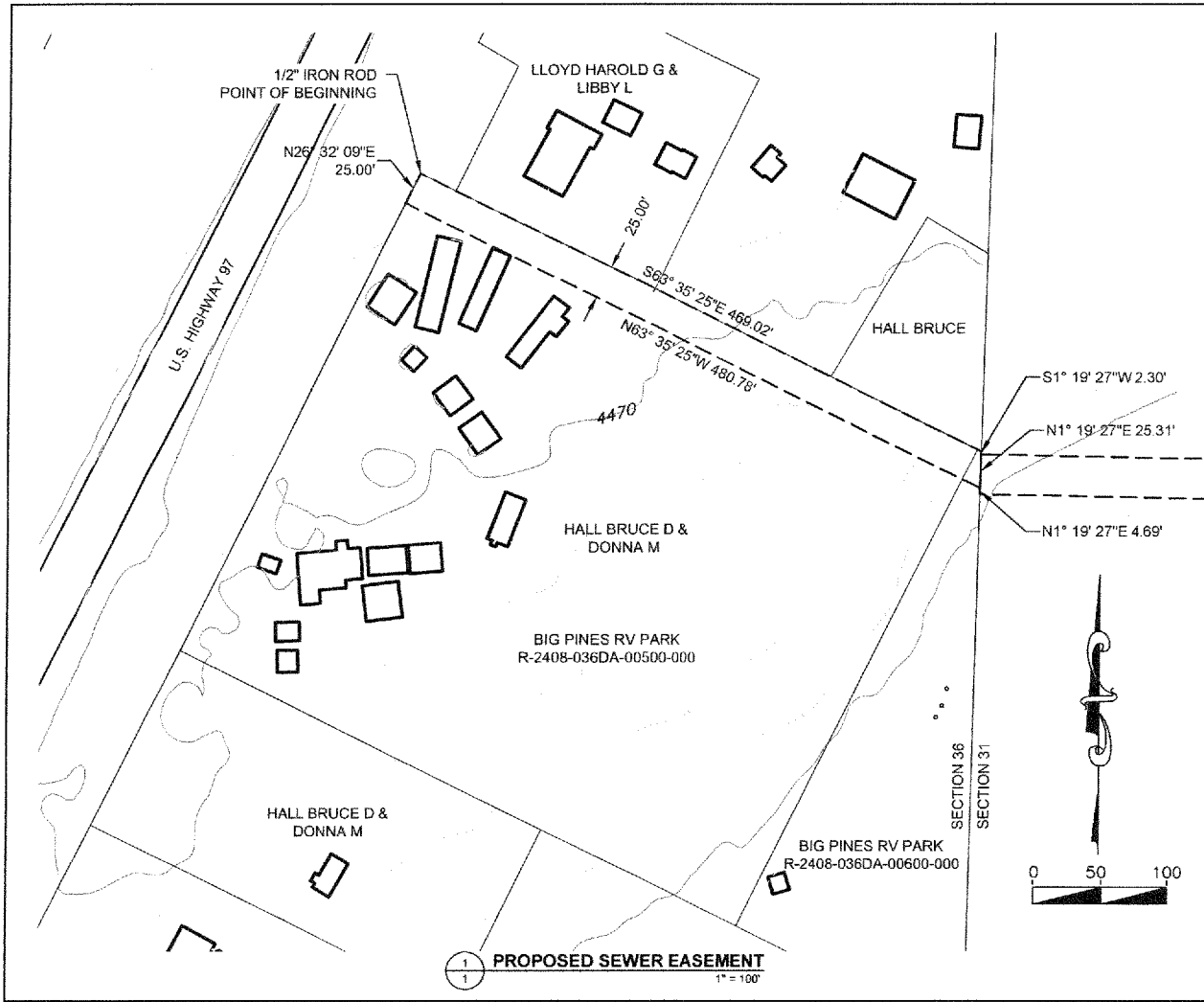


Exhibit A

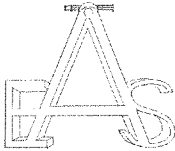


**ANDERSON ENGINEERING  
AND SURVEYING, INC.**

P.O. BOX 28  
LAKEVIEW, OREGON 97630  
(541) 947-4407 FAX 947-2321  
WWW.ANDERSONENGINEERING.COM

**PROPOSED 25' SEWER EASEMENT ACROSS  
BIG PINES RV PARK PROPERTY  
FROM CRESCENT SANITARY DISTRICT  
WASTEWATER TREATMENT SYSTEM**

DATE: 5/02/18
SCALE: 1"=100'
JOB: 207-063
DWG. BY: RC
FILE: 2017-061
SHEET 1 OF 1



# ANDERSON ENGINEERING AND SURVEYING, INC.

PROFESSIONAL ENGINEERS AND LAND SURVEYORS

17681 Hwy. 395, Lakeview, Oregon 97630

(541) 947-4407 Fax (541) 947-2321

www.andersonengineering.com

## Legal Description Proposed Easement – Big Pines RV Park

MAY 2, 2018

2017-063

A 25 FOOT WIDE SEWER EASEMENT, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 24 SOUTH, RANGE 8 EAST, OF THE WILLAMETTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT** A 1/2" IRON ROD ON THE SOUTHEASTLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 97; THENCE SOUTH 63° 35' 25" EAST A DISTANCE OF 469.02 FEET TO A POINT ON THE EAST LINE OF SECTION 36; FOLLOWING SAID SECTION LINE, THENCE SOUTH 1° 19' 27" WEST A DISTANCE OF 27.61 FEET TO A POINT; LEAVING SAID SECTION LINE, THENCE NORTH 63° 35' 25" WEST A DISTANCE OF 480.78 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 97; FOLLOWING SAID RIGHT-OF-WAY, THENCE NORTH 26° 32' 09" EAST A DISTANCE OF 25.00 FEET TO 1/2" IRON ROD AND THE **POINT OF BEGINNING**.

CONTAINS 11872 SQUARE FEET, OR 0.27 ACRES, MORE OR LESS.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
FEB. 4, 1983  
DARRYL J. ANDERSON  
2034

Renewal 12/31/19