



**2019-007922**

**Klamath County, Oregon**

**07/15/2019 02:53:01 PM**

**Fee: \$92.00**

**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:**

Steve and Liane Connolly  
                                  
Crescent, OR 97733

**GRANTEE:**

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

**CRESCENT SANITARY DISTRICT  
PUBLIC UTILITY EASEMENT**

Steve and Liane Connolly, 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 under the surface of Grantors' real property, described as follows:

**EASEMENT AREA**

A 30 FOOT WIDE SEWER EASEMENT, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 9 EAST, OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT A 5/8" IRON ROD ON THE EASTERN PORTION OF PARCEL #2, AT THE INTERSECTION BETWEEN THE RAILROAD AND THE SOUTHERN-MOST PROPERTY CORNER; THENCE NORTH 38 58' 09" EAST A DISTANCE OF 450 FEET TO A POINT; THENCE NORTH 51 01' 51" WEST A DISTANCE OF 30 FEET TO A POINT; THENCE SOUTH 38 58' 09" WEST A DISTANCE OF 412.91 FEET TO A POINT; THENCE SOUTH 0 00' 0" WEST A DISTANCE OF 47.7 FEET TO POINT OF BEGINNING.**

CONTAINS 12944 SQUARE FEET, OR 0.30 ACRES, MORE OR LESS.

(See Easement Map, attached as Exhibit A\*).

The true and actual consideration for this easement is in kind 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. 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 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. 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.

\*Note Exhibit A is approximate. Please see the legal description for exact locations.

DATED this 12 day of March, 2019

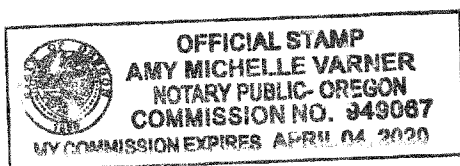
STATE OF OREGON)

) ss.

County of Klamath)

Deschutes

This instrument was acknowledged before me on this 12 day of March, 2019, by  
Steve Connolly.



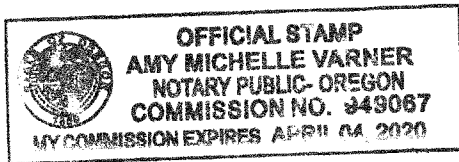
Amy M. Varner  
Notary Public for Oregon

Steve Connolly  
Steve Connolly, Owner

STATE OF OREGON )

) ss.  
County of ~~Klamath~~ Deschutes

This instrument was acknowledged before me on this 12 day of March, 2019, by Liane Connolly.



Amy M. Varner  
Notary Public for Oregon

Liane Connolly  
Liane Connolly, Owner

#### ACCEPTANCE OF EASEMENT

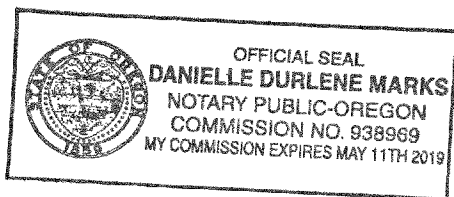
Crescent Sanitary District does hereby accept the above-described Public Utility Easement this 19 day of March, 2019.

Kim Mathers  
President CSD Kim Mathers

STATE OF OREGON )

) ss.  
County of ~~Klamath~~ Deschutes

This instrument was acknowledged before on this 19 day of March, 2019, by Kimberly A. Mathers ss. President of the Crescent Sanitary District.



Danielle Durlene Marks  
Notary Public for Oregon