

**RECORDING COVER SHEET** (Please print or type)

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**2019-008524**

**Klamath County, Oregon**

**07/29/2019 09:55:02 AM**

**Fee: \$107.00**

*This space reserved for use by  
Recording Office*

**AFTER RECORDING RETURN TO:** ORS 205.234(1)(c)

Crescent Sanitary District

P.O Box 265

Crescent, Oregon 97733

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.

**1. TITLE(S) OF THE TRANSACTION(S)**

ORS 205.234(1)(a)

CRESCENT SANITARY DISTRICT

PUBLIC UTILITY EASEMENT

**2. DIRECT PARTY(IES) / GRANTOR(S)**

ORS 205.234(1)(b)

D. Linette Dobbins and McGee DeFoe Commercial, LLC

**3. INDIRECT PARTY(IES) / GRANTEE(S)**

ORS 205.234(1)(b)

Crescent Sanitary District

**4. TRUE and ACTUAL CONSIDERATION**

Amount in dollars or other value/property ORS 205.234(1)(d)

\$ ☐ Other Value ☒ Other Property  
Other value/property is **Whole** ☐ or **Part** ☐ of the consideration

**5. SEND TAX STATEMENTS TO:** ORS 205.234(1)(e)

Crescent Sanitary District

P.O Box 265

Crescent Creek, Oregon 97733

**6. SATISFACTION of ORDER or WARRANT**

Check one if applicable: ORS 205.234(1)(f)

☐

FULL

☐

PARTIAL

**7. The amount of the monetary obligation**

**imposed by the order or warrant:** ORS 205.234(1)(f)

\$

**8. If this instrument is being Re-Recorded, complete the following statement:**

ORS 205.244(2)

Re-recorded at the request of Amerititle

to correct add pages 2 and 4

previously recorded in  
Book/Volume 2019 and Page 008314, or as Fee Number



**2019-008314**

**Klamath County, Oregon**

07/23/2019 02:16:02 PM

Fee: \$87.00

**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:**

D. Linette Dobbins

  
Portland, OR 97223

McGee DeFoe Commercial, LLC

  
Portland, OR 97223

**GRANTEE:**

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

**CRESCENT SANITARY DISTRICT  
PUBLIC UTILITY EASEMENT**

D. Linette Dobbins and McGee DeFoe Commercial, LLC, 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 SOUTHEAST 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 AT THE NORTHERN MOST PROPERTY CORNER; THENCE SOUTH 50° 56' 36" EAST A DISTANCE OF 120.0 FEET TO A POINT; THENCE SOUTH 39° 03' 24" WEST A DISTANCE OF 120.0 FEET TO A POINT; THENCE SOUTH 50° 20' 00" EAST A DISTANCE OF 409.0 FEET TO A POINT; THENCE SOUTH 39° 03' 24" WEST A DISTANCE OF 345.21 FEET TO A POINT; THENCE NORTH 50° 20' 00" WEST A DISTANCE OF 30 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RLS 1664"; THENCE NORTH 39° 03' 24"**

Return to:




Recorded Electronically	
ID	2019-008314
County	Klamath
Date	7-23-19 Time 2:18 pm
Simplifile.com 800.460.5657	

**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:**

D. Linette Dobbins

  
Portland, OR 97223

McGee DeFoe Commercial, LLC

  
Portland, OR 97223

**GRANTEE:**

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

**CRESCENT SANITARY DISTRICT  
PUBLIC UTILITY EASEMENT**

D. Linette Dobbins and McGee DeFoe Commercial, LLC, 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 SOUTHEAST 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 AT THE NORTHERN MOST PROPERTY CORNER;**  
THENCE SOUTH 50° 56' 36" EAST A DISTANCE OF 120.0 FEET TO A POINT;  
THENCE SOUTH 39° 03' 24" WEST A DISTANCE OF 120.0 FEET TO A POINT;  
THENCE SOUTH 50° 20' 00" EAST A DISTANCE OF 409.0 FEET TO A POINT;  
THENCE SOUTH 39° 03' 24" WEST A DISTANCE OF 345.21 FEET TO A POINT;  
THENCE NORTH 50° 20' 00" WEST A DISTANCE OF 30 FEET TO A 5/8" IRON ROD  
WITH A YELLOW PLASTIC CAP STAMPED "RLS 1664"; THENCE NORTH 39° 03' 24"

EAST A DISTANCE OF 315.21 FEET TO A POINT; THENCE NORTH 50° 20' 00" WEST A DISTANCE OF 409 FEET TO A POINT; THENCE NORTH 39° 03' 24" EAST A DISTANCE OF 125 FEET TO A POINT; THENCE NORTH 50° 56' 36" WEST A DISTANCE OF 90.0 FEET TO A POINT; THENCE NORTH 39° 03' 24" EAST A DISTANCE OF 24.68 FEET TO **POINT OF BEGINNING**.

CONTAINS 28360 SQUARE FEET, OR 0.65 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.

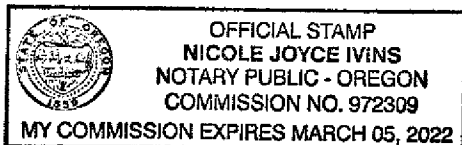
\*Note Exhibit A is approximate. Please see the legal description for exact locations.

DATED this 6 day of March, 2019

STATE OF OREGON)

County of Washington ss.  
Klamath

This instrument was acknowledged before me on this 6 day of March, <sup>2019</sup>2018, by D. Linette Dobbins.



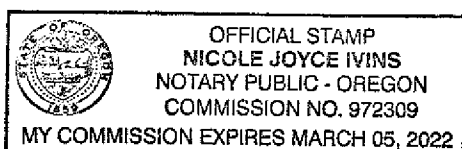
Nicole Joyce Ivins  
Notary Public for Oregon

D. Linette Dobbins  
D. Linette Dobbins, Owner

STATE OF OREGON)

County of Washington ss.  
Klamath

This instrument was acknowledged before me on this 6 day of March, <sup>2019</sup>2018, by Judith McGee of McGee DeFoe Commercial, LLC.



Nicole Joyce Ivins  
Notary Public for Oregon

Judith McGee  
Judith McGee, Managing Member – McGee DeFoe Commercial, LLC

**ACCEPTANCE OF EASEMENT**

Crescent Sanitary District does hereby accept the above-described Public Utility Easement this 22<sup>nd</sup> day of July, 2019.

Kimberly Mathers  
President, CSD

STATE OF OREGON )

Deschutes ) ss.  
County of Klamath )

This instrument was acknowledged before on this 22<sup>nd</sup> day of July, 2019,  
by Kimberly Mathers as president of the Crescent Sanitary District.

Jillian Madene Pickle  
Notary Public for Oregon

