

2019-010388

Klamath County, Oregon

09/06/2019 02:01:05 PM

Fee: \$97.00



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:
Harland Nations

Gilchrist, OR 97737

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

**CRESCENT SANITARY DISTRICT
PUBLIC UTILITY EASEMENT**

Mr. Harland Nations, hereinafter referred to as "Grantor," 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 Grantor's real property, described as follows:

EASEMENT AREA

A 15 FOOT WIDE SEWER EASEMENT, LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 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 THE NORTHWEST CORNER OF SOUTHEAST 1/4 CORNER SOUTHWEST 1/4 QUARTER THENCE NORTH 15° 59' 41" WEST A DISTANCE OF 591.11 FEET TO **POINT OF BEGINNING**; THENCE NORTH 56° 20' 31" WEST A DISTANCE OF 181.9 FEET TO A POINT; THENCE SOUTH 30° 41' 00" WEST A DISTANCE OF 15 FEET TO A POINT; THENCE SOUTH 56° 20' 31" EAST A DISTANCE OF 177.4 FEET TO A POINT; THENCE NORTH 47° 36' 36" EAST A DISTANCE OF 15.44 FEET TO **POINT OF BEGINNING**.

CONTAINS 2691.10 SQUARE FEET, 0.06 ACRES, MORE OR LESS.

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

PUBLIC UTILITY EASEMENT

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.

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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.

Grantor agrees 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 Grantor.

Grantor and Grantee intend that this easement bind Grantor, 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.

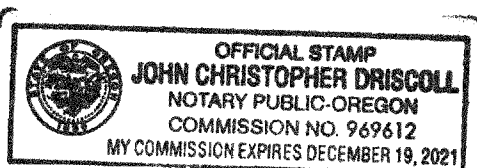
In addition to all other remedies allowed by law, the parties, its successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this easement. If either party is required to bring suit or action to enforce these easement terms, the prevailing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

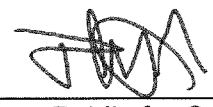
*Note Exhibit A is approximate. Please see the legal description for exact locations.

DATED this 29th day of August, 2019

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on this 29th day of August, 2019, by Harland Nations.





Notary Public for Oregon



Harland Nations, Owner

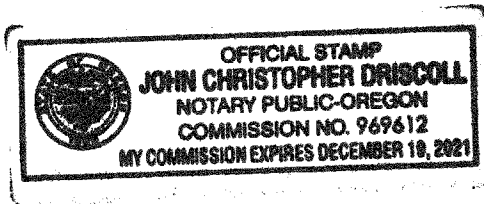
ACCEPTANCE OF EASEMENT


Crescent Sanitary District does hereby accept the above-described Public Utility Easement this 24th day of August, 2017.

Kam Milner
President, CSI

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before on this 29th day of August, 2019,
by Kimberly Mathers as President of the Crescent Sanitary District.





Notary Public for Oregon

*The yellow bar demarcates the approximate location of the easement and is not to scale.