

This cover sheet has been prepared by:



2019-010830

Klamath County, Oregon

09/17/2019 03:00:08 PM

Fee: \$102.00

Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

Reference: Accommodation

Please print or type information.

1. AFTER RECORDING RETURN TO –

Required by ORS 205.180(4) & 205.238:

Name: Bly Water and Sanitary

Address: PO Box 72

City, ST Zip: Bly, OR 97622

2. TITLE(S) OF THE TRANSACTION(S) – Required by ORS 205.234(1)(a)

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

Document Title(s): Utility Easement

3. DIRECT PARTY / GRANTOR Names and Addresses – Required by ORS 205.234(1)(b)

for Conveyances list Seller; for Mortgages/Liens list Borrower/Debtor

Grantor Name: Willapa Logging, Company, Inc.

Grantor Name: _____

4. INDIRECT PARTY / GRANTEE Names and Addresses – Required by ORS 205.234(1)(b)

for Conveyances list Buyer; for Mortgages/Liens list Beneficiary/Lender/Creditor

Grantee Name: Bly Water & Sanitary District, an Oregon municipal corporation

Grantee Name: _____

5. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name: NO CHANGE

Address: _____

City, ST Zip: _____

6. TRUE AND ACTUAL CONSIDERATION – Required by ORS 93.030 for an instrument conveying or contracting to convey fee title or any memorandum of such instrument:

\$ 0

7. TAX ACCOUNT NUMBER OF THE PROPERTY if the instrument creates a lien or other interest that could be subject to tax foreclosure. – Required by ORS 312.125(4)(b)(B)

Tax Acct. No.: N/A

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

UTILITY EASEMENT

WILLAPA LOGGING, COMPANY, INC., a Washington corporation, by and through its authorized officers hereinafter "Grantor" hereby grants to BLY WATER & SANITARY DISTRICT, an Oregon municipal corporation, hereinafter "Grantee" utility easements across Lot 1, Block 3, Bley-Was Heights, Klamath County, Oregon, located in the Southwest Quarter of Section 3, Township 37 South, Range 14 East Willamette Meridian, Klamath County, Oregon, being particularly described as follows:

- A. A strip of land 16.00 feet of even width being 8.00 feet on either side of the centerline of the existing 8" water main running in a Northeasterly direction from the Bley-Was booster station to the West right-of-way on Qlidis Drive.
- B. Beginning at the intersection of the Southerly right-of-way of Edler Street and the West right-of-way of Qlidis Drive, also being the Northernmost corner of Lot 1, Block 3, Bley-Was Heights; thence continuing along said West right-of-way, south $33^{\circ}49'30''$ East 20.00 feet; thence leaving said South right-of-way South $56^{\circ}10'30''$ West 181.51 feet to the beginning of a curve; thence 72.12 feet along a 56.00 foot radius curve to the left, the long chord of which bears South $19^{\circ}16'42''$ West 67.24 feet; thence South $17^{\circ}37'06''$ East 223.67 feet to a point on the North line of the land described in microfilm volume M80, page 11692; thence along said North line, South $70^{\circ}02'49''$ West 20.02 feet to the Northwest corner of said deed microfilm record also being on the East right-of-way of Gerber Ranch Road as shown on the plat of Bley-Was Heights; thence North $17^{\circ}37'06''$ West 224.50 feet along the East right-of-way of Gerber Ranch Road to a 5/8 iron rod at the beginning of a curve; thence 99.39 feet along a 76.00 foot radius curve to the right, the long chord of which bears North $19^{\circ}50'46''$ East 92.46 feet to a 5/8 iron rod on the South right-of-way of Edler Street; thence along said South right-of-way, North $56^{\circ}10'30''$ East 180.00 feet to the Point of Beginning.

Containing 9,813 square feet more or less.

1. Scope of Easement. Grantor grants, sells, and conveys to Grantee an easement and right-of-way to construct, operate, repair, maintain, and replace, inspect, relocate, and remove a pipeline for the transmission of water from facilities situate on Grantee's real property.

2. Construction. Grantee shall install the pipeline within the easements described in such

fashion and at a depth as to not materially interfere with Grantor's retained rights of use of the premises and on completion of construction and installation, Grantee shall replace and restore the surface of the areas used to the same condition that it was in prior to such construction and installation.

3. Consideration for Easement. In consideration for the grant of this easement, Grantee, their successors and assigns shall on the request of Grantor install one saddle or other interconnect to an existing pipeline to provide water service to Grantor's retained real property. Grantee shall provide materials and labor from the point of interconnection of the pipeline to the nearest boundary of the easement with Grantee's retained property subject to payment by Grantor of all fees relating to the delivery of water, as set by the tariffs and/or ordinances of the Grantee.

4. Indemnity. Grantee agrees to indemnify and hold Grantor, its legal representatives, successors, and assigns harmless of and from and against any and all losses, costs, expenses, suits, judgments, and liability for damages or injuries of whatsoever kind whether to persons or property arising in any way by reason of Grantee's laying, constructing, operating, inspecting, replacing, or maintaining the water delivery pipeline within the easement, provided however that the covenant to indemnify and hold harmless shall exclude any and all loss, costs, expense, suits, judgments, or liabilities for damages or injuries of whatsoever kind whether to persons or property caused by the willful acts or negligence of the Grantor, its legal representatives, leasees, tenants, successors, and assigns.

5. Successors and Assigns. This agreement shall be binding on the parties hereto and their respective heirs, successors, assigns, and the rights and easements granted herein shall be covenants running with the land.


6. Full Agreement. This instrument constitutes the entire agreement between the parties

relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be bound.

7. Costs and Attorney's Fees. In the event of any controversy, claim or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees and costs.

IN WITNESS WHEREOF this instrument is executed by each of the parties and effective on the date last signed below.

GRANTOR:
WILLAPA LOGGING

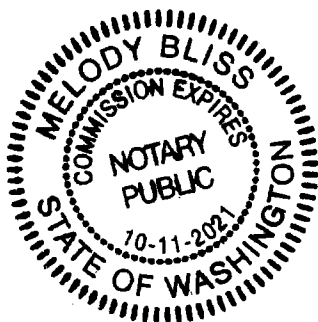

By: President
Dated: 8/13/19

Attest:

Secretary
Dated: _____

STATE OF WASHINGTON)
:SS
County of Thurston)

Subscribed and sworn to before me this 13, day of August, 2019 by
Richard Oatfield and _____.




Notary Public
My Commission Expires: 10-11-2021

GRANTEE:
BLY WATER & SANITARY DISTRICT
an Oregon municipal corporation

Anthony Booker

By:
Dated: 9/11/2019

Attest: Michael Harding
Secretary
Dated: 09-11-2019

STATE OF OREGON)
)ss:
County of KLAMATH)

Subscribed and sworn to before me this 11, day of Sept -, 2019 by
Anthony Booker and Michael Harding.

David A. Wilson
Notary Public

My Commission Expires: March 12, 2021

