2020-008308

Klamath County, Oregon

07/08/2020 01:14:06 PM

Fee: \$97.00



388215 AM

After recording return to:

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

GRANTORS:

Stephen Garrett 136350 Main St Crescent, Oregon 97733 Until further notice, send tax statements to: Crescent Sanitary District P.O. Box 265

Crescent, Oregon 97733

GRANTEE:

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

CRESCENT SANITARY DISTRICT PUBLIC UTILITY EASEMENT

Stephen Garrett, hereinafter referred to as "Grantor," owns 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 10 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 THE NORTHWEST CORNER OF THE SOUTHEAST ¼ SOUTHWEST ¼; THENCE NORTH 15 59' 41" WEST A DISTANCE OF 691.11 FEET TO A POINT; THENCE NORTH 39 19' 24" EAST A DISTANCE OF 143.77 FEET TO A POINT; THENCE NORTH 56 25' 34' WEST A DISTANCE OF 71.69 FEET TO POINT OF BEGINNING; THENCE NORTH 39 19' 24" EAST A DISTANCE OF 10 FEET TO A POINT; THENCE NORTH 56 25' 34" WEST A DISTANCE OF 40.03 FEET TO A POINT; THENCE SOUTH 32 23' 33" WEST A DISTANCE OF 10 FEET TO A POINT; THENCE SOUTH 56 29' 50" EAST A DISTANCE OF 38.82 FEET TO POINT OF BEGINNING.

CONTAINS 393.20 SQUARE FEET, OR 0.01 ACRES, MORE OR LESS.

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

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.

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 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 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 day of May, 2020_.

STATE OF OREGON)

SS.

County of Klamath

This instrument was acknowledged before me on this

OFFICIAL STAMP
JOHN CHRISTOPHER DRISCOLL
NOTARY PUBLIC-OREGON
COMMISSION NO. 969612
MY COMMISSION EXPIRES DECEMBER 19, 2021

Stephen Garrett.

Notary Public for Oregon

-day of LNA

Stephen Garrett, Owner

ACCEPTANCE OF EASEMENT

Crescent Sanitary District does hereby account of the sanitary Dis	cept the above-described Public Utility Easement this , 2020
	Kem Methus
	Kim Mathers, CSD Board President
STATE OF OREGON)	
) ss.	
County of Klamath)	
This instrument was acknowledged before by as President	on this 150 day of May, 2020
Rim Mathers	or the crescent samilary district
Contraction of the Contraction o	Notary Public for Oregon
OFFICIAL STAMP JOHN CHRISTOPHER DRISCOLL NOTARY PUBLIC-OREGON COMMISSION NO. 969612 MY COMMISSION EXPIRES DECEMBER 19, 2021	

Exhibit A

