

2020-008658

Klamath County, Oregon



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07/15/2020 12:05:02 PM

Fee: \$87.00

After recording, return to:

SKYLINE VIEW DISTRICT
IMPROVEMENT COMPANY
c/o Daniel Houglum
7806 Cannon Ave.
Klamath Falls, OR 97603

EASEMENT GRANT

THIS GRANT is made by DANIEL G. HOUGLUM, Trustee, and NANCY M. HOUGLUM, Trustee, in their capacities as Trustees of the HOUGLUM FAMILY TRUST DATED JULY 25, 2019 ("Grantors"), to SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY ("Grantee"), effective upon the date of execution of this instrument.

WHEREAS, Grantors own the real property described as:

Lot 40, SKYLINE VIEW ADDITION, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon
("Grantors' Property").

WITNESSETH, that, for and in consideration of the sum of TEN DOLLARS AND NO/100THS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and the benefits to be conferred on Grantors' Property as one of the real properties that is served by Grantee; that

Grantors, and for and on behalf of their heirs, administrators, executors, successors and assigns, and for and on behalf of anyone claiming by, through or under Grantors, hereby grant unto the Grantee and its successors and assigns, a non-exclusive, perpetual easement in, on, over, upon, across, under and through the following described real property:

The Eastern twenty feet (20') of Grantors' Property (the "Easement Area").

The rights, benefits, privileges, and easement granted herein are for the purpose of the construction, use, replacement, reconstruction, maintenance and repair, and the non-exclusive use and enjoyment of, an underground potable water line and all appurtenant facilities to transport potable water together with the right to perform such excavation, grading, and general earth-disturbing activities necessary or incidental thereto, and together with all rights, members and appurtenances to said easement and right of way in any way appertaining or belonging. The easement granted herein shall include all rights, benefits, privileges, and easement necessary or convenient for the full enjoyment and use of the Easement Area for the purposes described herein and shall include the necessary easement and rights for ingress and egress over the Easement Area and the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now on the Easement Area by the Grantors or any person, which removal is necessary for the Grantee's use of the Easement Area; provided, however, that the

Grantee shall restore the surface area and all permitted landscaping, paving and other permitted improvements to the same condition as existed before such disturbance of the surface area; and, further provided that, if the affected area within the Easement Area is natural and has not been improved with landscaping, such areas shall be smoothed to commercial lawn grade and seeded with grass following such disturbances.

In the event that the Easement Area, upon closer examination prior to construction, is found to be inadequate, insufficient, or in some other manner to be impracticable or unsuitable for the purpose thereof, as previously set forth, Grantee, in its discretion, may request to relocate or modify the Easement Area to another portion of Grantors' Property, but such relocation or modification may only be allowed with the express consent of Grantors, which may be reasonably withheld.

Except for the rights, privileges, benefits and easement granted herein, Grantors reserve unto themselves all rights of ownership and use to the Easement Area not inconsistent herewith; provided that such uses shall not interfere with the proper operation, maintenance and repair to the water line and facilities.

The easement granted herein shall run with and bind the land, benefiting the Grantee's infrastructure, and burdening the Grantors' Property of which the Easement Area is a part.

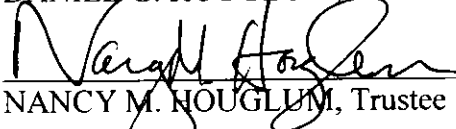
TO HAVE AND TO HOLD said easement unto Grantee and its successors and assigns so long as the property described herein is used for the purpose designated above.

IN WITNESS WHEREOF, the Grantors have signed, sealed and delivered this instrument to Grantee.

HOUGLUM FAMILY TRUST DATED JULY 25, 2019



DANIEL G. HOUGLUM, Trustee

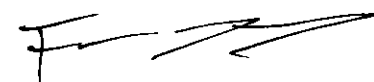


NANCY M. HOUGLUM, Trustee

STATE OF OREGON, County of Klamath) s.

SUBSCRIBED AND ACKNOWLEDGED before me this 14 day of July, 2020, by Daniel G. Houglum, Trustee, and Nancy M. Houglum, Trustee, in their capacities as Trustees of the HOUGLUM FAMILY TRUST DATED JULY 25, 2019, who personally appeared.





Notary Public for Oregon
My commission expires: January 02, 2021