

569272AM

2022-012848

Klamath County, Oregon

10/31/2022 10:03:02 AM

Fee: \$112.00

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:
Gary and Linda Miller
136851 4th St.
Crescent, OR 97733

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

**CRESCENT SANITARY DISTRICT
PUBLIC UTILITY EASEMENT**

Gary and Linda Miller, 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 10 FOOT WIDE SEWER EASEMENT, LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 9 EAST, OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING IS THE SOUTHEAST CORNER OF LOT 12 OF BLOCK 32 OF THE TOWN OF CRESCENT PLAT; THENCE 10 FEET NORTHEAST ALONG THE EASTERN BOUNDARY OF LOT 12 OF BLOCK 32 OF THE TOWN OF CRESCENT PLAT TO A POINT; THENCE 60 FEET TO THE NORTHWEST PARALLEL TO THE SOUTHERN BOUNDARY OF LOT 12 BLOCK 32 OF THE TOWN OF CRESCENT PLAT TO A POINT; THENCE 10 FEET SOUTHWEST ALONG THE WESTERN BOUNDARY OF TAX LOT 6900 TO POINT; THENCE 60 FEET SOUTHEAST ALONG THE SOUTHERN BOUNDARY OF LOT 12 OF BLOCK 32 OF THE TOWN OF CRESCENT PLAT TO **POINT OF BEGINNING**.

CONTAINS 600.00 SQUARE FEET, OR 0.014 ACRES, MORE OR LESS.

PUBLIC UTILITY EASEMENT

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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.

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 20 day of April, 2022.

STATE OF OREGON)
) ss.
County of Klamath)

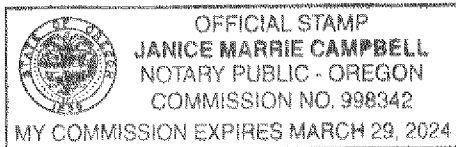
This instrument was acknowledged before me on this 20 day of April, 2022, by Gary Miller.

~~Notary Public for Oregon~~

Gary Miller, Owner

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on this 20 day of April, 2022, by
Linda Miller.



[Signature]
Notary Public for Oregon

[Signature]
Linda Miller, Owner

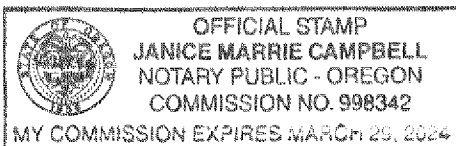
ACCEPTANCE OF EASEMENT

Crescent Sanitary District does hereby accept the above-described Public Utility Easement this
20 day of April, 2022

[Signature]
Kim Mathers, CSD Board President Vice President
Doris Allphin

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before on this 20 day of April, 2022,
by Doris Allphin as Vice President of the Crescent Sanitary District.



[Signature]
Notary Public for Oregon

AGREEMENT

BETWEEN: Crescent Sanitary District, (District)
an Oregon municipal Corporation

AND: Gary and Linda Miller (Owners)

DATE: April 1, 2022

RECITALS

- A. Owners own real property identified as tax lot 2409-030DB-06900, 136851 4th Street, Crescent, OR 97733 (Property).
- B. District is in the process of designing and constructing a new wastewater collection and treatment facility (Project).
- C. In order to complete the Project and ensure all businesses and residents are provided with services, the District must extend sewer lines through Owners' Property (Public Utility). Owners have agreed to grant District an easement across the above-identified Property within which District will locate sewer lines, subject to the terms of this Agreement.

Now, therefore, in consideration of the mutual terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

AGREEMENT

1. Owners' Obligations.

Upon execution of this Agreement, Owners agree to grant and convey to District, its successors and assigns, a perpetual easement of approximately ten (10) feet in width across Owners' Property for construction, periodic inspection, and required future repairs of the underground Public Utility, in the form and as more specifically described on the attached Exhibit A (Easement).

2. District's Obligations:

Upon execution of this Agreement, District shall provide one year of free sewer services to the property located at 136851 4th Street, Crescent, OR 97733.

3. Assumption of Risk. Each party assumes the risk associated with its use of the Easement.

4. **District Costs.** District shall be solely responsible for all costs and expenses related to the initial construction and maintenance of the Sewer line.
5. **Mutual Indemnification.** Each party agrees to indemnify and hold harmless the other party from and against all claims, actions, damages, liabilities, and expenses (including attorney and other professional fees), judgments, penalties and fines paid, incurred or suffered in connection with the injury or death of any person, or the loss of, injury or damage to, or destruction of any property suffered by any third party arising from or related to the indemnifying party's use of the Easement, or Owner's property.
6. **Attorney Fees.** If suit, action or arbitration is brought either directly or indirectly to rescind, interpret, or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements.
7. **Survival.** This Agreement shall survive execution and recording of the Easement.
8. **Modification.** No modification of this agreement shall be valid unless it is in writing and is signed by all of the parties.
9. **Integration.** This agreement is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this agreement. This agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties.
10. **Interpretation.** The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. This agreement shall not be construed against the drafting party.
11. **Severability.** The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.
12. **Waiver.** Waiver by any party of strict performance of any provision of this agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.
13. **Binding Effect.** Subject to restrictions in this agreement upon assignment, if any, this agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
14. **Governing Law.** This agreement shall be interpreted and enforced according to the laws of the state of Oregon.

15. **Counterparts.** This agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.
16. **Exhibits.** All exhibits referred to in this agreement are incorporated by reference.
17. **Limitation.** This Easement is subject to all prior easements or encumbrances of record.

*Exhibit A is not to scale and should only be used as a visual aid. Please see the written legal description for exact easement location.

SIGNATURES

Crescent Sanitary District

By: Doris Allphin
Title: Vice President
Date: 4-20-2022

Owners:

By: _____
Gary Miller

By: Linda J Miller
Linda Miller

Exhibit A

