

29351

EASEMENT

DATED: April 15, 1981

In consideration of payment of the sum of \$ 10, receipt of which is hereby acknowledged, Lewis B. Huff and Doris J. Huff, husband and wife, Grantor, conveys to the Seventh Mountain County Service District, a municipal corporation, successors and assigns, Grantee, a perpetual exclusive easement to use a strip of land fifteen (15) feet wide and of even width across the property of Grantor. The easement is illustrated in Exhibit A, attached hereto, but the description herein shall control in case of any differences. The centerline of said strip of land is located as follows:

Beginning at a point which is 1331.03 feet North 89° 59' 51" West; 1277.27 feet North 00° 48' 58" East to the South right-of-way line of Century Drive; 245.95 feet North 74° 43' 20" East along said South right-of-way line; 1084.31 feet South 89° 40' 45" East; and 705.20 feet South 89° 49' 30" East of the South one-quarter corner of Section 22, Township 18 South, Range 11 East of the Willamette Meridian in Deschutes County, Oregon; and running thence South 49° 48' 51" West 104.02 feet; thence South 51° 10' 59" West 177.58 feet; thence South 75° 53' 49" West 117.62 feet; thence South 74° 13' 44" West 335.36 feet; thence North 82° 53' 43" West 265.16 feet; thence North 83° 21' 05" West 185.74 feet; thence South 38° 16' 03" West 109.12 feet; thence South 06° 31' 36" East 165.93 feet to a junction point; thence South 68° 13' 39" West 94.84 feet; thence South 41° 50' 45" West 188.54 feet; thence South 76° 03' 55" West 373.19 feet to a point 20 feet past the existing lift station.

ALSO, beginning at said junction point, thence North 30° 00' 00" East 70.00 feet; thence South 19° 15' 16" East 196.62 feet to a point 20 feet past the existing lift station

The terms of this easement are as follows:

1. Grantee, its agents, independent contractors and invitees shall use the easement strip for the existing sanitary sewer collection system improvements of Grantee, and future improvements and replacements thereof. Grantee may also use the strip for access, maintenance, repair, operation and reconstruction of said collection system, including, but not limited to, lift stations. If necessary to provide access to the easement strip or any part thereof, Grantee may construct, reconstruct, maintain and repair a road upon or along said strip.

2. Notwithstanding the exclusive nature of this easement, Grantor may use the surface in any manner which will not interfere with Grantee's access to buried sewer facilities. This may include construction of roads and sidewalks over the sewer facilities beneath the surface. ~~Additional~~ ~~any other use of the surface without the prior written permission of Grantee which Grantee may reasonably refuse.~~

3. Grantee agrees to repair within a reasonable time and in a reasonable manner any destruction of the surface caused by its excavation of the strip of land for the uses granted herein.

4. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising out of Grantee's use of the easement strip. Grantee assumes all risk arising from its use of the easement strip and Grantor shall have no liability to Grantee for any condition existing thereon.

5. This easement is appurtenant to the real property of Grantee described below. However, it is granted for the purpose of enabling Grantee to provide wastewater collection and treatment service to the lands of Grantor subject to that certain lease between Condominium Land Co., Lessor, and Condominiums Northwest, Inc., Lessee, dated February 13, 1970, and recorded at Volume 168, Pages 874 through 885 of Deeds, Deschutes County Records, together with all amendments of said lease. Other lands may also be served.

6. Grantee shall have no liability to Grantor or any third person for maintenance of any access road to the easement strip, nor for any repair or replacement thereof made necessary by causes other than excavation thereof by Grantee. Grantee shall have reasonable road access from Century Drive across Grantor's lands to all parts of the easement strip sufficient for the use and operation of vehicles and equipment in connection with the uses granted herein.

7. This easement shall be perpetual; however in the event that it is not used by Grantee for a period of three years, or if otherwise abandoned by Grantee, the easement shall automatically expire and Grantee shall upon request execute a recordable document evidencing such expiration.

8. This easement is granted subject to all prior easements or encumbrances of record, ~~except that certain easements described in paragraph 5 above and all amendments of said lease.~~

9. This easement is appurtenant to the following described real property of Grantee:

A parcel of land which lies within the Southwest one-quarter of the Southeast one-quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section twenty-two (22), Township eighteen (18) South, Range eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Beginning at a point which is 1331.03 feet North 89° 59' 51" West; 1277.27 feet North 00° 48' 58"

East to the South right of way line of Century Drive; 245.95 feet North 74° 43' 20" East along the South right of way line of Century Drive; 1084.31 feet South 89° 40' 45" East; and 1346.46 feet South 89° 49' 30" East of the South one-quarter corner of Section 22, Township 18 South, Range 11 East of the Willamette Meridian in Deschutes County, Oregon; and running thence South 00° 12' 25" West 270.00 feet; thence North 89° 49' 30" West 185.00 feet; thence North 00° 12' 25" East 270.00 feet; thence South 89° 49' 30" East 185.00 feet to the point of beginning.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.

GRANTOR:

Lewis B. Huff
LEWIS B. HUFF

Doris J. Huff
DORIS J. HUFF

GRANTEE: BOARD OF COUNTY COMMISSIONERS
sitting as the governing body of the
SEVENTH MOUNTAIN COUNTY SERVICE DISTRICT

Robert C. Paulson, Jr.
ROBERT C. PAULSON, JR., Chairman

(absent)
CLAY C. SHEPARD, Commissioner

Albert A. Young
ALBERT A. YOUNG, Commissioner

STATE OF OREGON, County of Deschutes

) ss.

The foregoing instrument was acknowledged before me this
22nd day of May, 1981, by Lewis B. Huff, husband and wife.

Lana M. Fries
Notary Public for Oregon

My commission expires: 10/19/84

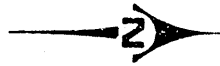
STATE OF OREGON, County of Deschutes

) ss.

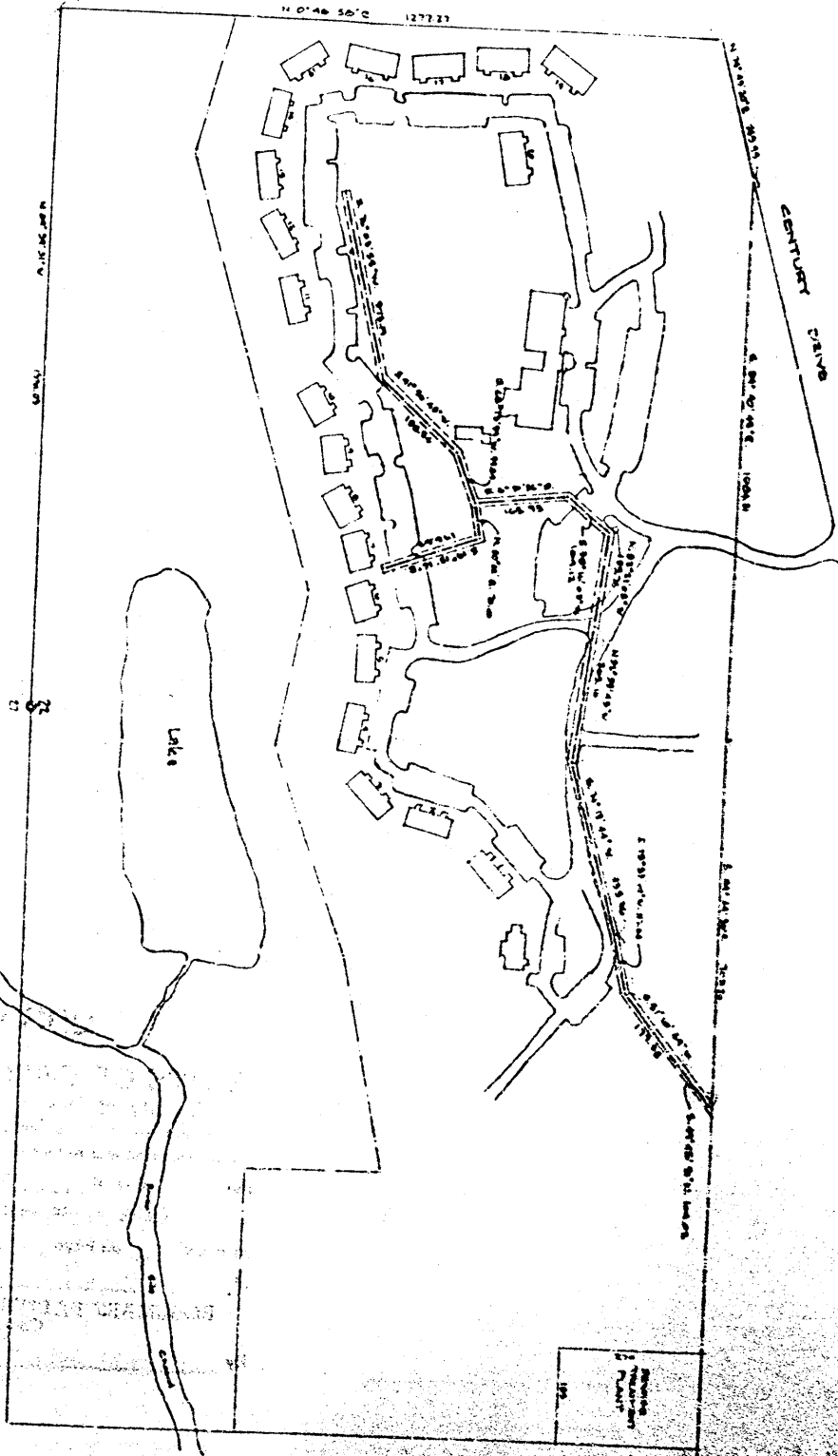
On April 21, 1981, personally appeared before me Robert C. Paulson, Jr. ~~Clay C. Shepard~~ and Albert A. Young, known to me, and first being duly sworn, did say that they presently were the duly elected, qualified and acting Board of Commissioners of Deschutes County, State of Oregon, and that the foregoing instrument, on the date set forth therein, was signed on behalf of said county by said Commissioners by authority of the constitution and statutes of the State of Oregon, and they acknowledged that the foregoing instrument was their voluntary act done within the scope of their authority for said County.

Nancy D. Smith
Notary Public for Oregon

My commission expires: 3/13/84



EXHIBIT



KD
CONSULTING ENGINEERS
KRAUS & DALICE
ALBANY, OREGON

SEVENTH MOUNTAIN COUNTY SERVICE DISTRICT
COLLECTION SYSTEM BASINMENT

Drawn by:	Scale: 1" = 5'	Sheet no.
Check by:	Date: 1/17/75	of
	Project no: 67-24	Page

67-24-1-10-1

801 500

29351

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 11 day of June A.D. 1981 at 9:21 o'clock A M., and recorded in Book 342 on Page 405 Records of Deschutes

ROSEMARY PATTERSON

County Clerk

By Rhenda Lang Deputy

Howard Krause
P.O. Box 790
Redmond, OR 97756