

NJC - 64383

Vol M04 Page 17871**UTILITY EASEMENT**

State of Oregon, County of Klamath  
 Recorded 03/30/2004 3:08 p m  
 Vol M04 Pg 17871-17873  
 Linda Smith, County Clerk  
 Fee \$ 31.00 # of Pgs 3

KNOW ALL MEN BY THESE PRESENTS, that **CRESTVIEW COMMONS LIMITED PARTNERSHIP**, an Oregon limited partnership, (Grantor), does hereby grant, bargain, sell and convey to any and all necessary utility companies (Grantee), permanent non-exclusive easement for public utilities and all necessary appurtenances in, into, upon, over, across and under a strip of land described and shown as follows (the "Easement Area"):

**SEE EXHIBIT 'A' ATTACHED HERETO**

The Easement Area lies within the real property owned by Grantor that is legally described as follows (the "Property"):

Parcel 1 of Land Partition 1-03, recorded in the office of the Clerk of Klamath County, Oregon.

Together with the rights of ingress and egress over Grantor's adjoining lands for the purpose of Grantee's enjoyment of this easement.

Grantor shall not erect any buildings or structures within the easement area that would inhibit access to said utilities or cause damage to them. Grantor retains the right to utilize the Easement Area for any purposes that do not conflict with the utilities. Although this easement is non-exclusive, Grantor agrees that any other use of the Easement Area or the ingress/egress area permitted by Grantor shall not interfere with Grantee's use of those areas as authorized herein.

IN CONSIDERATION OF THIS GRANT OF EASEMENT, Grantee agrees to the following:

1. **Indemnification by Grantee.** Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings asserted by third parties against Grantor and Grantor's heirs, successors and assigns (including attorney's fees, costs and expenses) that arise from or out of the Grantee's use of the Easement Area or the Property at any time.

2. **Notice Prior to Entry.** This easement shall include the perpetual right to enter upon the Property at any necessary time, so long as Grantee uses its best efforts to coordinate such access with Grantor so as not to interfere with Grantor's ongoing business.

Return to: Crestview Commons  
 3900 Hilliard Ave  
 K. Falls, OR 97603

3/00  
 #111

3. **Restoration of Property.** Upon the completion of Grantee's installation of utilities, or upon completion of grantee's ongoing maintenance or inspection of the utilities that are installed in the Easement Area, Grantee shall restore the Easement Area and the Property to the same condition as existed prior to Grantee's entry into the Easement Area or onto the Property.

This document shall be binding upon al subsequent purchasers of the Property, the Grantee, and the heirs, successors and assigns, of both.

**IN WITNESS WHEREOF**, I/we have hereunto set our hands the 29<sup>th</sup> day of March, 2004.

**CRESTVIEW COMMONS LIMITED PARTNERSHIP,**  
an Oregon limited partnership company

By: RK Holdings, LLC General Partner

By: Dkoop Investments, LLC, Member

By:

Name:

Its:

Dirk Koopman

Dirk Koopman

Managing Manager

STATE OF OREGON       )  
                                      ) ss.  
COUNTY OF KLAMATH   )

On March 29, 2004, before me, **Bette Jean Owen**, a Notary Public in and for said state, personally appeared **Dirk Koopman**, personally know to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Bette Jean Owen  
SIGNATURE OF NOTARY PUBLIC  
Notary Public for Oregon  
My Commission Expires: 11/29/04

**LEGAL DESCRIPTION  
OF  
PUBLIC UTILITIES EASEMENT**

**A PARCEL OF LAND SITUATED ON PARCEL 1 OF "LAND PARTITION 1-03", BEING IN THE NE ¼ NE ¼ OF SECTION 10, T39S, R9EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF HILYARD AVENUE FROM WHICH THE E1/16 CORNER OF SECTION 3 AND 10 AND BEING THE CENTERLINE INTERSECTION OF CREST STREET AND HILYARD AVENUE BEARS S89°26'00"W 195.01 FEET, N45°48'24"W 42.61 FEET BEING A 5/8" IRON PIN WITH LS 2040 PLASTIC CAP;**

**THENCE S00°38'22"E 59.89 FEET;**

**THENCE S27°14'38"E 97.13 FEET;**

**THENCE N89°26'00"E 51.81 FEET;**

**THENCE N00°38'22"W 12.75 FEET;**

**THENCE N89°26'00"E 168.49 FEET;**

**THENCE N75°28'16"E 35.05 FEET;**

**THENCE S30°51'34"E 61.26 FEET;**

**THENCE S00°34'00"E 108.65 FEET TO THE SOUTH LINE OF SAID LAND PARTITION 1-03;**

**THENCE ALONG SAID SOUTH LINE N89°39'41"E 10.00 FEET;**

**THENCE LEAVING SAID SOUTH LINE N00°34'00"W 111.40 FEET;**

**THENCE N30°51'34"W 71.46 FEET;**

**THENCE S75°28'16"W 41.32 FEET;**

**THENCE S89°26'00"W 177.28 FEET;**

**THENCE S00°38'22"E 12.75 FEET;**

**THENCE S89°26'00"W 35.63 FEET;**

**THENCE N27°14'38"W 88.60 FEET;**

**THENCE N00°38'22"W 29.42 FEET;**

**THENCE N58°55'55"E 55.34 FEET TO THE NORTH LINE OF SAID LAND PARTITION 1-03;**

**THENCE ALONG SAID NORTH LINE S89°26'00"W 57.72 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE SURVEY OF "LAND PARTITION 1-03" FILED AS RECORDED SURVEY NO. 6877.**