

2009-001046

Klamath County, Oregon



00059436200900010460040044

01/28/2009 02:45:30 PM

Fee: \$36.00

After recording, return to:
 Southview Water Services, LLC
 22101 NE 150th Ave
 Battleground, WA 98604

1st 2009-018

EASEMENT

FOR VALUABLE CONSIDERATION, Southview Properties, LLC, an Oregon limited liability company ("Grantor"), hereby grants a perpetual public utility easement (the "PUE") to Southview Water Services, LLC, an Oregon limited liability company, its successors and assigns ("Grantee") for the purposes described below within the boundaries as set forth in that certain legal description attached hereto as Exhibit A.

Grantee shall have the right to install, maintain, and operate its equipment above and below ground and all other related facilities within the PUE identified in the legal description as may be necessary or desirable in providing utility services within and without the Southview Planned Unit Development, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. Grantee may require any lot or property owner to remove all structures within the PUE at the lot owner's expense, or Grantee may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction, which interferes with the use of the PUE without the prior written approval of Grantee or other utilities with facilities in the PUE.

Grantee shall at all times have the right of full and free ingress and egress over the adjacent lands to and from said PUE with the understanding that Grantee shall be responsible for all damage caused to Grantor arising by reason of any negligence on the part of Grantee, its agents and employees in the exercise of the rights and privileges herein granted.

Grantor represents and warrants that this is an exclusive easement and that it will not convey any other easement rights to the real property to any other utility provider that provides water, voice, video, or data communications equipment or services.

Except as is inconsistent or an interference with the rights herein granted, Grantor shall have the full use and control of the real estate.

Grantee hereby agrees to hold and save Grantor harmless from any and all losses, claims or liabilities to Grantor arising in any manner out of Grantee's use of the easement herein granted. Grantee shall be responsible for all damage caused to Grantor arising in any manner out of Grantee's use of the easement herein granted and shall make reasonable efforts to restore the property to its original condition at its own expense following such use.

This easement shall be perpetual and shall under no circumstances lapse, expire or terminate due to non-use or abandonment by Grantee.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto, but also their respective heirs, executors, administrators, successors in interest, assigns, lessees and mortgagees as well.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 27th day of January, 2009.

Southview Properties, LLC
 An Oregon limited liability company

"Grantor"

By

Gregory P. Bessert
 Gregory P. Bessert, Manager

Southview Water Services, LLC
 An Oregon limited liability company

"Grantee"

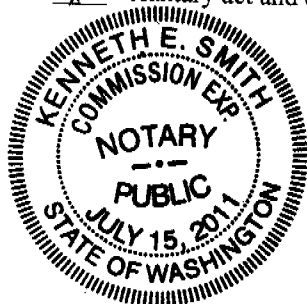
By

Gregory P. Bessert
 Gregory P. Bessert, Manager

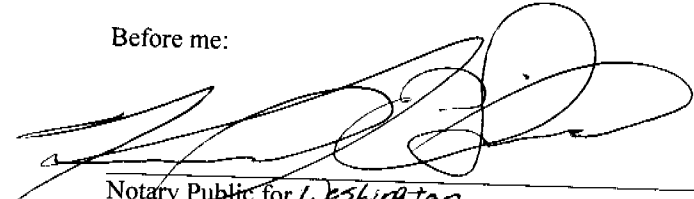
F30-

STATE OF WASHINGTON)
) ss.
County of Clark)

Personally appeared the above named Gregory P. Bessert as Manager of Southview Properties, LLC and acknowledged the foregoing instrument to be X voluntary act and deed this 27th day of January 2009.



Before me:

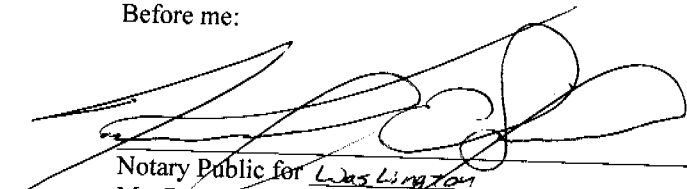

Notary Public for Washington
My Commission Expires: July 15 2011

STATE OF WASHINGTON)
) ss.
County of Clark)

Personally appeared the above named Gregory P. Bessert as Manager of Southview Water Services, LLC. and acknowledged the foregoing instrument to be her voluntary act and deed this 27th day of January 2009.



Before me:

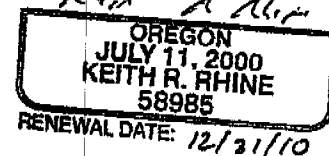

Notary Public for Washington
My Commission Expires: July 15 2011

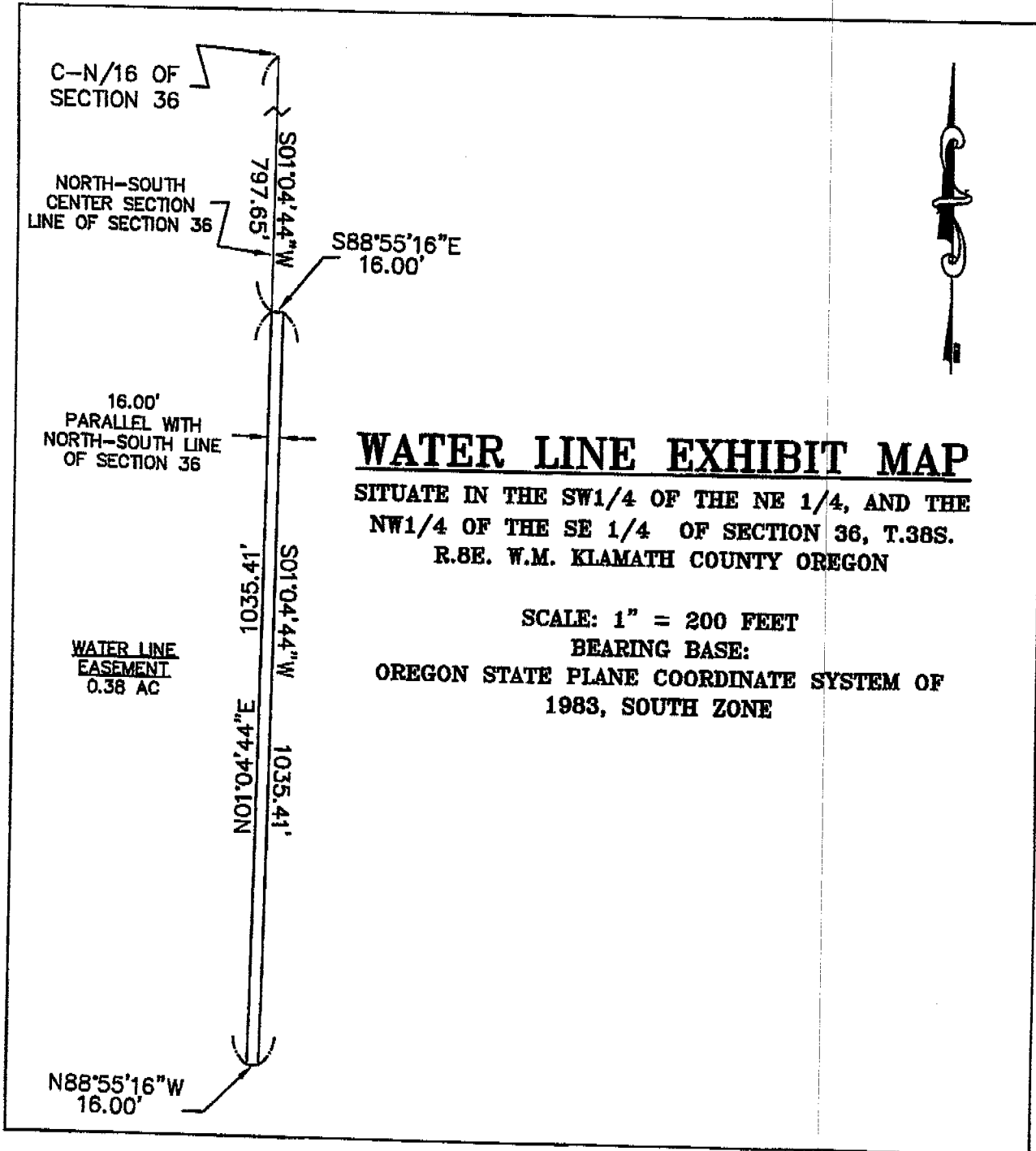
LEGAL DESCRIPTION OF: WATERLINE EASEMENT

A parcel of land situated in the SW1/4 of the NE1/4 and the NW1/4 of the SE1/4 of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; being more particularly described as follow:

Commencing at the C-N1/16 of said Section 36, thence, along the North-South center of section line of said Section 36, South 01°04'44" West, 797.65 feet to the TRUE POINT OF BEGINNING; thence South 88°55'16" East, 16.00 feet; thence parallel with said North-South center of section line, South 01°04'44" West, 1035.41 feet; thence North 88°55'16" West, 16.00 feet to said North-South center of section line; thence along North-South center of section line, North 01°04'44" East, 1035.41 feet to the Point of Beginning. Basis of Bearings is Grid North of the Oregon State Plane Coordinate System of 1983, South Zone.

Containing 0.38 acres





REGISTERED
PROFESSIONAL
LAND SURVEYOR

K.R. Rhine

OREGON
JULY 11, 2000
KEITH R. RHINE
58985

RENEWAL DATE: 12-31-10

R-C
RHINE-CROSS
GROUP

RHINE-CROSS GROUP LLC

ENGINEERING - SURVEYING - PLANNING
112 N. 5TH ST. SUITE 200 - P.O. BOX 909
KLAMATH FALLS, OREGON 97601

Phone: (541) 851-9405

Fax: (541) 273-9200

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