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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

06/16/2018 08:43:36 AM

Fee: \$102.00

Pristine Water Source, LLC
c/o Premier Community Bank
314 E. Main Street
Hillsboro, OR 97123

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "Agreement") is entered into as of this 12th day of June 2018 (the "Effective Date") by and between Southview Master Association, an Oregon non-profit corporation ("Grantor") and Pristine Water Source, LLC, an Oregon limited liability company ("Grantee").

Recitals

- A. Grantor is the homeowners' association established pursuant to that certain Master Declaration of Covenants, Conditions, Easements and Restrictions for Southview Planned Unit Development, recorded in the real property records of Klamath County at Volume M04, Page 51790 (as amended from time to time, the "Declaration"). The Declaration affects the real property described therein, which constitutes the Southview development (the "Southview Community"). Grantor owns certain "Common Areas", as that term is defined in the Declaration. Common Areas include roads and other parcels in the Southview Community. As used herein, "Common Areas" shall include the parcels described on **Exhibit A** attached hereto and made a part hereof.
- B. Grantee is a utility company that provides domestic water services and sewer services to the Southview Community; and
- C. Grantee has existing easements within the Southview Community for utility lines, equipment and facilities, but the parties agree that it is a good idea for the parties to establish a new easement with clear rights and responsibilities for each party.
- D. Accordingly, Grantor desires to grant, and Grantee desires to receive, the easements provided herein, on the terms and conditions provided herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Grantor and Grantee hereby agree as follows:

1. Grant of Utility Easement. Subject to the rights and restrictions set forth in this Agreement, Grantor hereby grants to Grantee a permanent, non-exclusive easement (the "Utility Easement") over, on and across the Common Areas for the installation, use, maintenance, repair and replacement of water distribution and transmission lines, sewer collection and transmission lines, and all related equipment and facilities (collectively, all of the foregoing are hereinafter referred to as the "Utility Facilities"). Such easement shall permit access to the Utility Facilities as Grantee deems necessary by Grantee and its employees, agents, licensees and contractors. Grantor shall not install any improvements or take any action that would damage, or interfere with the use of, the Utility Facilities.

2. Maintenance. Grantee shall promptly repair damage to the Utility Facilities located in the Common Areas at its sole cost. Grantee shall repair any damage to the Common Areas caused by its exercise of its rights hereunder or the use of its Utility Facilities in the Common Areas. Grantee shall comply with all laws, ordinances, rules and regulations of appropriate governmental agencies and all rules and regulations of Grantor in connection with the use, operation and maintenance of its Utility Facilities in the Common Areas. Grantee shall pay when due all claims for work performed or material furnished on its Utility Facilities within the Common Areas. Grantee shall keep the Common Areas free of any liens arising from its activities.

3. Indemnification.

3.1 Grantee accepts the condition of the Utility Easement in its "as is" condition. Grantee shall indemnify, protect, defend and hold Grantor harmless from and against any and all claims, demands, actions, suits, judgments, losses, liabilities, damages, costs or expenses (including attorneys' fees and costs) arising from or in any way related to the use, maintenance, repair or replacement of the Utility Facilities in the Common Areas by Grantee or any of its members, contractors, agents, invitees or employees pursuant to this Agreement. The foregoing release and indemnification shall not apply to any claims, demands, actions, suits, judgments, losses, liabilities, damages, costs or expenses to the extent arising from or caused by the negligent acts or omissions by the Grantor or Grantor's members, agents, employees or invitees.

3.2 As part of the consideration for this Agreement, Grantor, for itself and its successors and assigns, agrees to indemnify and hold harmless Grantee and its officers, directors, representatives and agents, from every actual loss, damage, injury, cost, expense, claim, judgment or liability of every kind or character, whether in contract, tort or otherwise, which arises directly or indirectly from Grantor's willful, intentional, reckless or negligent (whether active, passive or gross) acts or omissions related to or arising from this Agreement. This indemnity and hold harmless agreement will apply whether such acts or omissions are conducted by Grantor, or any subcontractor or agent of Grantor.

4. Binding Effect; Successors and Assigns. This Agreement and its terms, including the easements granted hereunder, shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Without limiting the generality of the foregoing, Grantee's interest in this Agreement, including the easement granted to Grantee herein, shall automatically transfer and be assigned to any individual or entity who acquires all or substantially all of Grantee's assets or who acquires the portion of Grantee's assets used to provide water and sewer services within the Southview Community. Grantee may memorialize any transfer pursuant to this Section 4 with a written assignment agreement, but such written assignment agreement shall not be necessary to effect the assignment of this Agreement and the respective easement granted hereunder.

5. Attorneys' Fees. If a suit, action or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its attorneys' fees and other fees and costs actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

6. Notices. Any notice or other communication given pursuant to this Agreement shall be in writing and shall be sent by: (i) United States certified mail, return receipt requested, postage prepaid; (ii) nationally recognized overnight courier guarantee next day delivery, or (iii) personal delivery. All notices shall be deemed given three (3) business days

following deposit in the United States mail with respect to certified letters, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day if sent by personal delivery. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

If to Grantor:
Southview Master Association
c/o The Management Trust-Northwest
PO Box 23099
Tigard, OR 97281
Attn: Board President

If to Grantee:
Pristine Water Source, LLC
c/o Premier Community Bank
314 E. Main St.
Hillsboro, OR 97123

7. Waiver. The failure of any party to exercise its rights in connection with any breach or violation of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

8. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by both parties and recorded in the official records of Klamath County, Oregon.

9. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of law principles.

11. Modification. No change or modification shall be made effective unless in writing and signed by an authorized representative of each party.

12. Limitation of Liability. Neither party is responsible for indirect, incidental, special, exemplary, or punitive damages.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

(Remainder of page intentionally left blank; signature page follows.)

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the Effective Date.

GRANTOR:

SOUTHVIEW MASTER ASSOCIATION,
an Oregon nonprofit corporation

By: [Signature]

Name: Bob Ekblad, COO of Premier Community Bank as Declarant

Title: Premier Community Bank, as Declarant

DATED: June 12,, 2018.

GRANTEE:

PRISTINE WATER SOURCE, LLC,
an Oregon limited liability company,

By: Premier Community Bank

Its: Sole Member

By: [Signature]

Name: Bob Ekblad, COO of Premier Community Bank

Title: Sole Member of Pristine Water Source LLC

DATED: June 12, 2018.

STATE OF Oregon)
County of Washington) ss.

The foregoing instrument was acknowledged before me on this 12th day of June 2018, by Bob Ekblad, who is the COO of Premier Community Bank, Declarant of Southview Master Association, an Oregon nonprofit corporation, on behalf of the corporation.



Tracy R. Dobbyn
Notary Public for Oregon
My Commission Expires: June 2, 2019

STATE OF Oregon)
County of Washington) ss.

The foregoing instrument was acknowledged before me on this 12th day of June 2018, by Bob Ekblad, who is the authorized signatory of Premier Columbia Bank, an Oregon corporation, the sole member of Pristine Water Source, LLC, an Oregon limited liability company, on behalf of Pristine Water Source, LLC.



Tracy R. Dobbyn
Notary Public for Oregon
My Commission Expires: June 2, 2019

EXHIBIT A

Legal Description of Common Area

Lot 79 and Lot 103 as shown on the plat of Tract 1437 – The Woodlands – Phase 2, Klamath County, Oregon;

AND

All private roads as shown on the plat of Tract 1437 – The Woodlands – Phase 2, Klamath County, Oregon;

AND

All private roads as shown on the plat of Tract 1416 – The Woodlands – Phase 1, Klamath County, Oregon;

AND

All private roads as shown on the plat of Tract 1508 -The Gardens – Phase 1, Klamath County, Oregon;

AND

All private roads as shown on the plat of Tract 1461 – The Woodlands – Phase 3, Klamath County, Oregon;

AND

Common Area A and Common Area B as shown on the plat of Tract 1461 – The Woodlands – Phase 3, Klamath County, Oregon;

AND

Common Area A as shown on the plat of Tract 1508 – The Gardens – Phase 1, Klamath County, Oregon.