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### RESERVATION OF EASEMENT

This Reservation of Easement is made and entered in contemplation of approval of Land Partition LP 10-03 located in the SE1/4 of section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, by which Juanita S. Fairclo, formerly Goode, Keith D. Goode, Eileen M. Gibbons and Terry L. Schaefer, individually, reserve to the benefit of certain property an easement as provided herein:

1. Servient Property: This easement is impressed over the following property:

See Attached Exhibit "A"

2. Dominant Property: This easement appurtenant shall benefit the following property:

See Attached Exhibit "B"

3. Roadway Easement Described: There is hereby reserved over the servient property described in paragraph 1 in favor of the dominant property described in paragraph 2 above, a non-exclusive easement appurtenant, described in Exhibit "C", attached hereto and incorporated herein, for vehicular and pedestrian access and egress, together with the right to layout, construct, maintain and replace roadway, curbs, gutters and sidewalks; and for the excavation and maintenance of appropriate slope, grade and landscaping thereon, as more fully provided herein.

4. Construction, Installation and Maintenance: The terms of the easement shall require:

a. In the event the owners of the dominant property construct a road upon the easement, the road surface, whether compacted gravel, asphalt, or concrete, shall be constructed in a manner so as to avoid unreasonable displacement of soil, mud, or vegetation onto the surface of any asphalt or concrete roadway upon the servient property, and shall also provide reasonable and necessary interface between the roadway constructed by the owners of the dominant property and any asphalt or concrete roadway of the servient property, so as to prevent unreasonable deterioration of the asphalt or concrete surface of any road on the servient property.

b. In the layout, construction, maintenance, and replacement of any roadway, curbs, gutters or sidewalks, the owners of dominant property shall comply with all laws, rules and regulations of Klamath County and of the State of Oregon regarding the design, construction and maintenance of all improvements within the easement.

- c. The owners of the dominant property shall provide lateral and subjacent support

State of Oregon, County of Klamath  
Recorded 12/16/03 3:39 p.m.  
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Linda Smith, County Clerk  
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of all property within the easement to avoid landslides, mud slides or subsidence onto the servient property.

d. The owners of the servient property may reasonably restrict the owners of the dominant property in the layout, construction or development of the roadway, curb, gutters, slope and landscaping so as not to unreasonably interfere use of the servient property. Prior to use of the easement for vehicular access and egress, the owners of the dominant property shall construct the road surface in accordance with paragraph 4a. above.

e. The owners of the dominant property shall not unreasonably interfere with access and egress, or the use and enjoyment of the servient property, including the roadway over which this easement shall pass, by the owners of the servient property or its invitees.

f. The owners of the dominant properties shall provide construction plans to the owners of the servient prior to commencement of construction and shall provide reasonable notice to the owners of the servient property of the course, scope and dates of construction.

g. The owners of the dominant property shall comply with all laws regarding the dispersion of waters or drainage on that portion of the easement being developed.

5. Subdivision: The dominant property is zoned industrial, and all parties acknowledge the probable future development of the dominant property for industrial purposes. In the event all or any portion of the dominant property is partitioned or subdivided, each resulting parcel shall be allowed full and complete use of the easement created by this agreement. The parties acknowledge that the dominant property may be partitioned, subdivided or improved in the future and intend for the easement created by this document to allow full use of the easement for ingress and egress by any parcel located within the dominant property.

6. Attorney's Fees: In the event either the owners of the property benefitted or burdened by this easement, their heirs, successors or assigns initiates suit or action to construe or enforce the terms of this easement agreement, or seek declaratory judgment of the rights and responsibilities thereof, including without limitation any equitable remedies, the prevailing party shall be entitled to recover from the other, such sum as the court or arbitrator may adjudge as reasonable attorney's fees, on trial or appeal in such suit or action, including without limitation, any and all expert witness fees, accountants fees, costs and disbursements reasonably incurred, whether they are of the type normally included under ORCP Rule 68.

7. Term of Easement: The easement and covenants above described are appurtenant to the properties described herein. Each shall be perpetual and benefitting and burdening the owners thereof, their heirs, successors and assigns.

8. Execution in Counterpart: This reservation of easement agreement shall be fully

effective if executed in counterpart upon the delivery and recordation of signed originals of each of the parties herein to be bound.

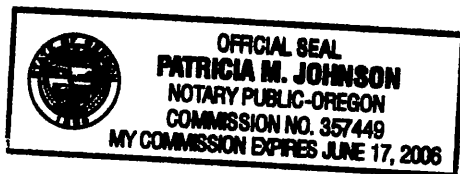
IN WITNESS WHEREOF, each person whose signatures appear below have set his or her hand and seal this on the dates appearing below.

DATED this 16 day of December, 2003.

  
JUANITA S. FAIRCLO

STATE OF OREGON           )  
  ) ss.  
County of Klamath        )

SUBSCRIBED AND SWORN to before me this 16 day of December, 2003 by Juanita S. Fairclo.



  
Notary Public for Oregon  
My Commission Expires: 6-17-2006

**ADDITIONAL DATED SIGNATURES AND NOTARIALS CONTINUED  
ON NEXT PAGE**

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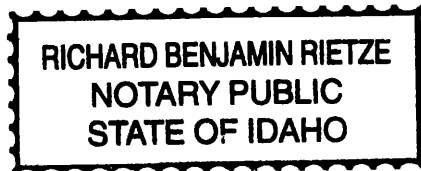
91507

DATED this 13 day of December, 2003.

Keith D. Goode  
KEITH D. GOODE

STATE OF IDAHO )  
County of Canyon ) ss.

SUBSCRIBED AND SWORN to before me this 13<sup>th</sup> day of December, 2003 by Keith D. Goode.



Richard Benjamin Rietze  
Notary Public for Idaho  
My Commission Expires: Nov 25 2008

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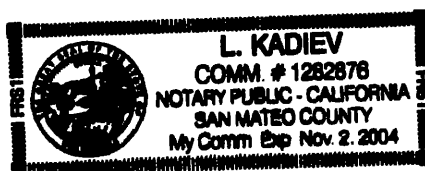
91508

DATED this 13 day of December, 2003.

Eileen M. Gibbons  
EILEEN M. GIBBONS

STATE OF CALIFORNIA )  
County of San Mateo ) ss.

SUBSCRIBED AND SWORN to before me this 13<sup>th</sup> day of December, 2003 by Eileen M. Gibbons.



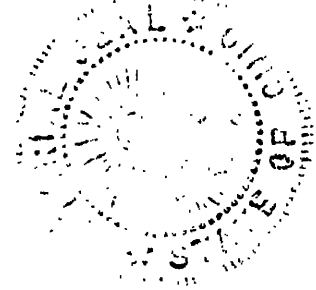
L. KADIEV  
Notary Public for California  
My Commission Expires: Nov. 2, 2004

RESERVATION OF EASEMENT - PAGE 5 OF 6

91509

DATED this 15<sup>th</sup> day of December, 2003.  
TERRY L. SCHAFER

STATE OF OHIO )

County of Washington ) ss.SUBSCRIBED AND SWORN to before me this 15<sup>th</sup> day of December, 2003 by Terry L. Schafer.  
Notary Public for Ohio  
My Commission Expires: 11/17/04BERNADETTE MARIE MILLER, Notary Public  
In and For The State of Ohio  
My Commission Expires November 17, 2004

**Exhibit "A"**

Real property in the County of , State of Oregon, described as follows:

Parcel One: A parcel of land situated in the NE 1/4 SW 1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and being a portion of Ewauna Park Subdivision according to the official plat thereof on file in the office of the Klamath County Clerk, more particularly described as follows:

Beginning at a point on the Easterly right of Way line of Tingley Lane (formerly Manzanita Way), said point being the intersection of said Easterly line with the South right of way line of Birch Street (now vacated of said Ewauna Park Subdivision; thence S. 70°19'42" E. along the South right of way line of said vacated Birch Street, a distance of 191.00 feet to a point; thence N. 19°40'18" E. perpendicular to the said South right of way line, a distance of 50.00 feet to a point on the North right of way line of said vacated Birch Street; thence S. 70°19'42" E. along said North right of way line, a distance of 325.34 feet to a point on the East line of the NE 1/4 SW 1/4 of said Section 9, said point being S. 00°06'02" W. 561.65 feet from the Northeast corner of said NE 1/4 SW 1/4; thence S. 00°06'02" W. along said East line of the NE 1/4 SW 1/4, a distance of 477.59 feet to the southeast corner of Lot 1, Block 20 of said Ewauna Park Subdivision; thence N. 70°19'42" W., along the southerly lines of the following Lots; Lot 1 of Block 20, Lots 10 and 17 of Block 18 and Lots 8, 9, and 10 of Block 15, a distance of 676.32 feet to the Southwest corner of said Lot 8 ; thence N. 19°40'18" E. along the West line of Block 15 a distance of 400.00 feet to the Point of Beginning; containing 5.94 acres more or less.

The following property located in Klamath County, Oregon:

Block 14: Lots 1 thru 15 and 17 thru 26

Block 18: Lots 11 thru 16

Block 19: Lots 1 thru 13

Block 20: Lots 1 thru 13

Block 21: Lots 1 thru 5

Block 22: Lots 1, 2, 3, 4, 21 and 22

Block 27: Lots 1 and 2

Saving and excepting any portion lying within the Southside ByPass.

S  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon. Excepting therefrom that tract conveyed to Oregon Water Corporation by Deed recorded January 30, 1955 in Book 280 at page 492, Deed Records of Klamath County, Oregon.

Also, That portion of the NE  $\frac{1}{4}$  of Section 16, Township 39 South, Range 9 E.W.M. lying Easterly of the right of way of the Southside Bypass, except the following: E  $\frac{1}{2}$  NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of said Section 16; and that certain tract of land conveyed to James Wells Hunt and wife, by deed dated and recorded April 6, 1954 in Deed Record 266 on page 259, described as follows: a tract of land in the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of said Section 16 lying adjacent to the West right of way of the County Road known as Washburn Way, described as follows: Beginning South 0°11' West 427.42 feet and South 89°57' West 30.0 feet from the initial point described on the plat of "Altamont Small Farms", said initial point being South 0°06' East 1344 feet from the Northwest corner of Section 15 in said Township and Range; thence South 89°57' West 178.71 feet; thence South 0°11' West 208.71 feet; thence North 89°57' East 178.71 feet; thence North 0°11' East 208.71 feet to the point of beginning. Also excepting that portion acquired by the State of Oregon by and through its Department of Transportation under stipulated Final Judgment, docketed June 8, 1987, Case No. 85-750 CV, in the Circuit Court of the State of Oregon for Klamath County, Oregon. And also excepting that portion deeded to Klamath County in Deed Volume M-96 on page 26133, records of Klamath County, Oregon.



## EXHIBIT "C"

A strip of land situated in the NE1/4 SW1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, for the purpose of access to Parcel 2 of Land Partition 10-03 as recorded at the office of the Klamath County Clerk. Strip of land is to be 60 feet in wide lying 30 feet on each side of the following described line:

Beginning at a point on the easterly right of way line of Tingley Lane (formerly Manzanita Way), said point bears North 46°24'23" East, 2856.09 feet from a Klamath County brass cap marking the southwest corner of said Section 9; thence South 70°19'42" East, 140.00 feet; thence South 19°40'18" West and parallel with said easterly right of way, 155.44 feet to a point on the northerly right of way line of Cedar Drive as dedicated to the public on Ewauna Park Subdivision, as recorded at the office of the Klamath County Clerk. Said point being the point of terminus which bears North 15°51'00" West, 1838.87 feet from the South 1/4 corner of said Section 9.

The side lines of said 60 foot easement are to be extended or shortened to meet at angle points and to terminate at the easterly right of way of Tingley Lane and the northerly right of way of Cedar Drive. Containing 0.39 acres, more or less.