

Robert J. Shaw
Timber Mill Shores
PO Box 257
Klamath Falls, OR 97601
AFTER RECORDING, RETURN TO:

2006-025417
Klamath County, Oregon



12/27/2006 02:59:34 PM

Fee: \$26.00

RESERVATION OF EASEMENTS

This Easement is made as of the 27th day of December, 2006, by Pine Cone, LLC., an Oregon limited liability company.

RECITALS:

A. Pine Cone, LLC. is the owner of Lots 9, 10, 11, 12, 13, and 14 of Tract 1430, TimberMill Shores, according to the plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

B. Pine Cone, LLC. granted easements for the construction, maintenance, operation and replacement of various utility lines along the Southwesterly boundary of said Lots 9, 10 and 11. Said easements include: an easement in favor of the City of Klamath Falls for the construction, maintenance and replacement of sewer and geothermal lines recorded in volume M01 at page 6081 of the records of the Clerk of Klamath County, Oregon; and an easement in favor of PacifiCorp for electrical power lines recorded in Volume M03 at page 10601 of the records of said County Clerk. The City of Klamath Falls reserved an easement for operation, maintenance and replacement of existing utility lines in Ordinance vacating certain streets and lots recorded in Book M73 at page 10602 of the records of the Clerk of Klamath County, Oregon. Finally, Pine Cone, LLC. is constructing fiber optic telephone lines parallel to and Southwesterly of the said easements in favor of the City of Klamath Falls.

C. Pine Cone, LLC. is in the process of installing said utility lines in said easements. When constructed the said utility lines will serve the Lots described above.

RESERVATION OF EASEMENTS

1. Pine Cone, LLC. does hereby create and reserve unto itself, its successors and assigns permanent, mutual reciprocal rights of way on, under, and across the Southwesterly 50 feet of Lots 9, 10, and 11 for the benefit of Lots 12, 13, and 14 to access, connect to, operate and maintain buried utility lines and appurtenances from said sewer, geothermal, electrical power and telephone lines to and for use on said Lots 12, 13, and 14.

2. No party shall unreasonably curtail or impede use of the rights of way.

RECIPROCAL EASEMENT AGREEMENT

3. The owner of dominant estate using said right of way shall be solely responsible for all costs incurred in accessing the utility lines. All construction and maintenance shall be diligently prosecuted to completion and shall be done in a good workman like manner. Following construction of its improvements the owner of the dominant estate shall return the easement area to the condition it was in prior to undertaking the construction, repair or replacement.

4. In the event any party shall fail to perform its obligations under this Easement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law.

5. In the event of any litigation arising under this Easement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial or on appeal as adjudged by the trial or appellate court.

6. The Easements reserved and created hereunder shall run with the land as to all property burdened and benefited by such easements, including any division or partition of such property. The rights, covenants, and obligations contained in this Easement shall bind, burden, and benefit each party's successors and assigns, lessees, mortgagees (or beneficiaries under a deed of trust).

IN WITNESS WHEREOF Pine Cone, LLC. has executed this Reservation of Easements of the date set forth above.

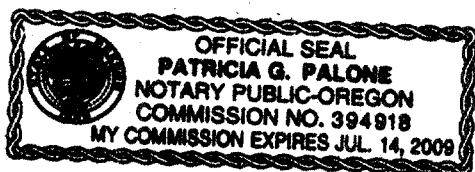
Pine Cone, LLC.

By: 

Its Operating Manager

STATE OF OREGON, County of Klamath)

This instrument was acknowledged before me this 27th day of December, 2006 by Robert J. Shaw, Operating Manager of Pine Cone, LLC.



Patricia G. Palone
Notary Public for Oregon

My Commission Expires: 7-14-09