

AGREEMENT OF EASEMENT

MADE and entered into this 28th day of July, 1953,
by and between JAMES F. MAGUIRE, JR., CHARLES B. MAGUIRE, H. R.
MAGUIRE, GERTRUDE MAGUIRE SMITH and JOHN R. MAGUIRE, herein called
grantors, and THE CALIFORNIA OREGON POWER COMPANY, a California
corporation, herein called Company,

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00)
paid by Company to grantors, receipt whereof is hereby acknowledged,
grantors hereby grant, bargain, sell and convey to Company the
permanent and perpetual right and easement to construct and maintain
normal 4-WP copper wires across the premises hereinafter described
to the extent necessary for service to tenants in the building located
upon said premises and such other customers in the vicinity as Company
may desire to serve.

The premises covered by this agreement are described as follows:

Lot 5, Block 40 of the original town of Linkville,
now City of Klamath Falls, Klamath County, Oregon.

The present location of said wire is upon certain angle iron
supports and necessary braces constructed and maintained by Company
at its own expense and located, one on the southwesterly corner of
the building and one approximately 30 feet easterly on the southerly
fire wall of the building with an anchor an additional distance easterly
along said fire wall, and with additional braces and equipment.
Grantors further grant the right of access to said facilities from the
ground and over the roof of said building for the purpose of main-
taining, servicing, replacing and adding thereto and agrees that
Company at its own expense may relocate, change and reinstate the
equipment necessary for such facilities without interference with
grantors' use of the premises in the event of the destruction of said
building or the changing or enlargement of said building by grantors.

Company covenants and agrees to take every reasonable precaution
to avoid damage to the building in the installation, maintaining and
change of said facilities and shall, at its own expence, repair and
replace all damage not necessarily resulting from the existence of
such facilities. Company covenants and agrees to notify a representa-
tive of grantors, if reasonably possible, before entering upon the
roof of said building and if such notice is not given in advance, to
give such notice without delay after such work has been done.

EXECUTED IN Klamath Falls, Oregon, the year and day first herein-
above written.

JAMES F. MAGUIRE, JR.

By H. R. Maguire
H. R. Maguire, His
Attorney-in-Fact

CHARLES B. MAGUIRE

By H. R. Maguire
H. R. Maguire, His
Attorney-in-Fact

GERTRUDE MAGUIRE SMITH

By H. R. Maguire
H. R. Maguire, Her
Attorney-in-Fact

JOHN R. MAGUIRE

By H. R. Maguire
H. R. Maguire, His
Attorney-in-Fact

H. R. Maguire
H. R. Maguire

STATE OF OREGON)
County of KLAMATH) ss. July 28th, 1953.

Personally appeared before me, a Notary Public in and for said
County and State, the within named H. R. Maguire, to me personally
known to be the identical person described in and who executed the
foregoing instrument, individually and as Attorney-in-Fact for James
F. Maguire, Jr., Charles B. Maguire, Gertrude Maguire Smith and John
R. Maguire, and acknowledged to me that he executed the same freely and
voluntarily for the uses and purposes therein named.
WITNESS my hand and official seal the day and year first above
written.



FORM APPROVED
FARRANS & MAXWELL

BY Paul F. Farrans

Paul F. Farrans
NOTARY PUBLIC FOR OREGON
My commission expires May 12, 1957