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POWERLINE EASEMENT

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THIS AGREEMENT entered and made on the date below signed by and between W. W. POLLARD and BETTYE JO POLLARD, husband and wife, as Grantors, and KEITH C. CALDWELL and EVELYN M. CALDWELL, husband and wife, as Grantees, the following described utility easements.

1. EASEMENTS CONVEYED: In and for good and valuable consideration previously given, the following described utility easements appurtenant for supply of electricity and utility services across Grantors property more particularly described in Exhibit "A"; for the benefit and use by Grantees on the following described property shown in Exhibit "B".

2. LOCATION AND NATURE OF EASEMENT: Grantors and Grantees covenant and agree that said utility easements shall be as follows:

A. The right to construct, install and maintain along the southerly boundary of Lot 36, a 10 foot wide easement for the installation, maintenance and use of suitable power poles and power lines. Grantees covenant and agree that to the extent practical, they shall make no use of said easement in a manner which will materially interfere with the use by Grantors of the retained real property. Grantees further covenant and agree that to the extent practical they will attempt to locate the power lines and power poles as close as possible to the dividing line between Lots 36 and [illegible].

B. An easement for the construction of an underground power easement generally along the northerly boundary of Lot 35 but to the extent practical, located in such a position as to not interfere with agricultural uses on Grantors retained property. Grantees shall cause said power line to be suitably buried at a depth of not less than 3 feet and to construct said improvement in such a way so as not to interfere with growing or harvesting any crops located on Grantors property. Grantees, shall within 30 days from the date of installation of said power line provide to Grantors a map describing the general location of said easement.

C. Grantees shall have the right to construct the easement along either of the two routes described herein. Upon installation of a transmission line permitted herein along one easement strip, ------- the right to further easements along the remaining strip shall cease and thereafter be null and void.

3. USE: Grantees shall use easement strips for purposes of electrical transmission and telephone transmission line only.

4. INDEMNIFICATION: Trantees agree to indemnify and defend Grantors for any loss, claim or liability to Grantors arising in any manner out of Grantees use of the easement strip save and except intentional misconduct or negligence on the part of Grantors conducting their operations in the vicinity of said easement.

5. CONSTRUCTION: Grantees shall cause Grantors property

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to be returned in the same condition as said property was immediately prior to construction or installation of utility poles or underground tranching. Any costs for such repair shall be borne at Grantees expense.

6. This easement is appurtenant to the real property owned by Grantees described herein.

7. This easement shall be perpetual and binding upon the heirs, successors and assignees on the respective parties.

IN WITNESS WHEREOF, the parties have executed this easement on the 19 day of December, 1980.

William W. Pollard
Grantor

Bettye Jo Pollard
Grantor

Kurt R. Caldwell
Grantee

Evelyn M. Caldwell
Grantee

STATE OF OREGON)
) ss.
County of KLamath)

Personally appeared WILLIAM W. POLLARD and BETTYE JO POLLARD and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

NOTARY PUBLIC FOR OREGON
My commission expires: 11/3/84

STATE OF OREGON)
) ss.
County of Klamath)

24884

Personally appeared KEITH C. CALDWELL and EVELYN M. CALDWELL and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

NOTARY PUBLIC FOR OREGON
My commission expires:

24695

EASTERLY PORTION:

A tract of land situated in Government Lot 3, section 28 and the W1/2 of section 21, all in T35S, R7EWM, Klamath County, Oregon, ore particularly described as follows:

Beginning at a 5/8-inch iron pin from which the southwest corner of said section 21 bears S27°15'00"W 1483.08 feet; thence N00°06'45"E 1544.45 feet to a 5/8-inch iron pin on the left bank of the Williamson River; thence easterly along the said left bank of the Williamson River to the northeast corner of Government Lot 20 of said section 21; thence southerly along the east line of Government Lots 20, 26, 29, 34, and 37 of said section 21 and Government Lot 3 of said section 28 to the southeast corner of the N1/2 of said Lot 3; thence westerly to the southwest corner of the N1/2 of said Lot 3; thence northerly to the northwest corner of said Lot 3; thence North to a point that bears East from the point of beginning; thence West to the point of beginning, containing 123 acres, more or less, with bearings based on survey No. 2243, as recorded in the Klamath County Surveyor's office. SUBJECT TO items 1, 2, 3, 4, 5, 7, and 8 as shown in Deed Volume M78-18829 as recorded in the Klamath County deed records.

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WESTERLY PORTION:
A tract of land situated in Government Lots 21, 22 30, and 31, section 20 and the W1/2 of Section 21, all in T35S, R7EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8-inch iron pin from which the southwest corner of said section 21 bears S27°15'00"E 1483.08 feet; thence N00°06'45"E 1544.45 feet to a 5/8-inch iron pin on the left bank of the Williamson River; thence westerly along the left bank of the said Williamson River to the west line of said Lot 21 of said section 20; thence southerly along the west line of said lots 21, 22, 30 and 31 of said section 20 to the southwest corner of said lot 31; thence easterly to the southeast corner of said lot 31; thence southerly to the southwest corner of said section 21; thence easterly to the southeast corner of Gov. lot 36 of said section 21; thence North to a point that bears East from the point of beginning; thence West to the point of beginning, containing 123 acres, more or less, with bearings based on survey No. 2243, as recorded in the Klamath County Surveyor's office. SUBJECT TO 1,2,3,6,7 and 8 as shown in Deed Volume M78-18829 as recorded in the Klamath County deed records.

Returned to Caldwell
Star Rt 1 Box 7B
Chiloquin, Ore

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

this 23rd day of December A. D. 19 80 at 11:50 o'clock AM., and duly recorded in Vol. M80, of Deeds on Page 24881

Wm. D. MILNE, County Clerk

By Bernetha Aletsch

Fee $21.00