

19366

EASEMENTVol. 1113 Page 716

PACIFIC POWER & LIGHT COMPANY, a Maine corporation, hereinafter called "Grantor," hereby conveys unto the CITY OF KLAMATH FALLS, a municipal corporation of the State of Oregon, hereinafter called "Grantee," a perpetual easement, together with the right to go upon said easement for the purpose of constructing, reconstructing, maintaining and using a sanitary sewer line installed or to be installed on the following described property in Klamath County, State of Oregon:

A strip of land lying in Section 5, Township 39 South, Range 9 East, Willamette Meridian, and Section 8, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, and being a portion of that property described by Volume 266, Page 316, of the Official Deed Records of Klamath County. Said strip of land being more particularly described as follows:

Beginning at a 5/8 inch iron pin on the north-south center section line of said Section 5 from which the south quarter corner of said section bears South 01° 33' 33" West a distance of 69.0 feet; thence South 88° 45' 34" East 155.82 feet to the true point of beginning; thence South 23° 11' 43" West 403.27 feet to a point on the westerly line of that property described in Volume 266, Page 316, of the Official Deed Records of Klamath County; thence South 00° 13' 15" West along said westerly line 41.00 feet to a point; thence North 23° 11' 43" East 447.46 feet to a point 69.0 feet northerly of the south line of the Southeast Quarter of said Section 5; thence North 88° 45' 34" West 17.25 feet along a line parallel to the south line of the Southeast Quarter of said Section 5 to the true point of beginning.

SUBJECT, HOWEVER, to the following conditions to wit:

1. The construction, repair and maintenance of said sewer line shall be subject to the prior approval of Grantor or its Klamath Power Superintendent which shall not unreasonably be withheld.

2. Grantee shall pay to Grantor reasonable compensation for any damage caused by Grantee, or its agents, to property of Grantor adjacent to the above described property.

3. If at Grantee's request, Grantor's facilities are altered, relocated or replaced, Grantee shall be responsible for all costs thereof.

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4. Grantee bears the risk of damage to Grantee's facilities during construction, reconstruction, operation and maintenance of Grantor's facilities and Grantor shall not be liable or responsible to Grantee or third parties for such damage except such damage as may result from the negligence of Grantor.

5. All excavation, construction and backfill shall be done in a manner that will not endanger the integrity of Grantor's towers, lines or wires. Grantee shall have the responsibility of avoiding Grantor's fence ground mat which extends three feet outside the fence centerline of the substation premises situated adjacent to the parcel described above.

6. No equipment of any kind shall be used or permitted within such proximity to the conductors of Grantor's power lines as to be in violation of the safe working clearances prescribed by the National Electric Safety Code.

7. Grantee shall not make or permit any use of Grantor's said real property, described above, which interferes with the safe operation, maintenance or construction of the power lines which have been constructed thereon, or any other power lines hereafter constructed thereon. However, future power lines will not be constructed so as to interfere with Grantee's right to maintain the sanitary sewer line initially to be constructed by Grantee pursuant to this easement.

8. To the extent it may lawfully do so under the Constitution and laws of Oregon, Grantee shall indemnify and hold harmless Grantor, its directors, officers and employees from and against all actions or suits, causes of action or suits, costs, claims, damages, expense, loss or liability for injury or death of any persons whomsoever, and for loss or damage to any property, including that of Grantor, arising out of or in any way connected with Grantee's negligent exercise of the permission herein granted.

9. This easement is granted subject to all easements, reservations and restrictions of record affecting said property.

DATED this 18th day of NOVEMBER, 1982.

PACIFIC POWER & LIGHT COMPANY

By *E. B. Hedberg*

Attest: *R. A. Simpson*
Assistant Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this 18th day of November, 1982, by E. B. Hedberg, Vice President of PACIFIC POWER & LIGHT COMPANY, a Maine corporation, on behalf of the corporation.

Betty Jane Seymour
Notary Public for Oregon
My Commission Expires: 11-20-83

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .
s 14 day of Jan A.D. 19 83 at 8:48 o'clock AM and
duly recorded in Vol. M83, of Deeds on p. 716.

Fee \$12.00

EV. LYN BIEHN, Coun.
By *Joyce McArthur*