

54504

RIGHT OF WAY EASEMENT

Vol. M85 Page 16917

MELVIN S. SPEARS, as Trustee of the ELIZABETH ROBIN WEINBERG TRUST created on August 12, 1971 of Beverly Hills, California (Grantor), for good and valuable consideration, does hereby grant, bargain, sell and convey to the VILLA WEST MOBILE HOME PARK, Grantee, a permanent non-exclusive easement for the purpose of installing, inspecting, repairing, maintaining, altering and operating a sewer line and all necessary appurtenances in, into, upon, over, across and under a strip of land sixteen feet in width located on Grantor's property (Premises) located in the Southeast Quarter of Section 5, Township 39 South, Range 9 East, W.M., Klamath County, Oregon, described as follows:

SEE ATTACHED EXHIBIT A

TOGETHER WITH the right of ingress and egress over Grantor's adjoining lands for the purposes of this easement.

SUBJECT, HOWEVER, to the following terms and conditions, to wit:

1. It is understood and agreed that this grant is made subject to the rights of the Lessee under that certain Lease dated January 1972, by and between Grantor and PACIFIC POWER & LIGHT, referred to therein as "Lessee" (Pacific), and any extension thereof.
2. It is further understood and agreed that this grant is made subject to the rights of Pacific under that certain transmission line Right of Way Easement dated June 14, 1985, recorded June 19, 1985 at Vol. M85, Page 9259, over and across the Premises of Grantor.

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3. Said Premises are part of Pacific's Klamath Falls Service Center, leased from Grantor, and Grantee shall not use, or permit the use of, any vehicle or vehicular equipment thereon which (including any material loaded thereon) is more than 17 feet high. No equipment of any kind shall be used or permitted within such proximity to the conductors of Pacific's power lines located on or in the vicinity of said service center as to be in violation of the safe working clearances prescribed by the National Electric Safety Code. Grantee or those acting by or through Grantee must regard Pacific's lines as being energized at all times.
4. In the event any exercise of the rights herein granted interferes with any additional use which Grantor or Pacific in the future may elect to make of said premises, Grantee, at its sole cost and expense, will relocate its facilities and make any other changes in its exercise of the rights herein granted which are required to eliminate such interference.
5. Grantee assumes the risk of damage or outage to Grantee's sewer line during construction, reconstruction, operation, and maintenance of Grantor's or Pacific's facilities; and neither Grantor nor Pacific shall be liable or responsible to Grantee or third parties for such damage or outage.
6. The installation shall conform in general to the plan as shown on Exhibit "A" attached, and Grantee shall provide Grantor and Pacific with an "as built" drawing upon completion of the work should there be any deviation in location from that as shown by said Exhibit "A".
7. All excavation shall be as narrow as practical and all excavation, construction and backfill within fifteen feet of the transmission line

poles and towers of Pacific on the premises shall be completed during one working day (no exposed trench overnight).

8. The surface of the ground shall be restored as nearly as practicable to its condition prior to excavation.

9. Grantee shall mark said sewer line centerline with appropriate warning signs at each entrance and exit of Grantor's property and at all angle points which fall within the real property.

10. Prior to construction, reconstruction or maintenance of said sewer pipeline, Grantee shall notify Grantor or its designated representatives of such work.

MS Subject to the provisions of Paragraph 4,

11. Grantor shall not erect any structures, nor plant any trees or shrubs, within the easement area which would inhibit access to said sewer line or cause damage to it.

12. Grantee shall indemnify and hold harmless Grantor and Pacific, and their directors, officers and employees from and against all actions or suits, causes of action or suit, costs, claims, damages, expense, loss or liability for injury or death of any persons whomsoever, and for loss to or damage to any property, including Grantor's or Pacific's, arising out of or in any way connected with Grantee's exercise of the permission granted herein.

13. All such rights hereunder shall cease if and when such sewer line shall have been abandoned.

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

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15. This easement shall be binding upon all subsequent purchases of the above-described Premises, VILLA WEST MOBILE HOME PARK, and the heirs, successors and assigns, of both.

IN WITNESS WHEREOF, the undersigned Trustee has executed this instrument this 9th day of August, 1985.

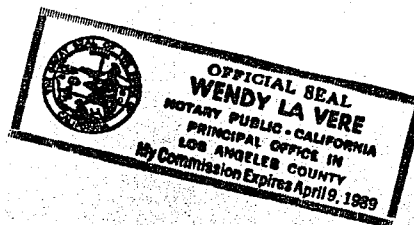
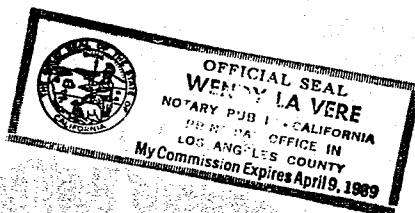
Melvin S. Spears
Trustee, Elizabeth Robin Weinberg Trust

STATE OF California)
County of Los Angeles) ss.

Personally appeared the above-named Melvin S. Spears and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Wendy La Vere
NOTARY PUBLIC FOR
My Commission Expires: April 9, 1989



Ret. To:
William P. Brandsness
411 Pine St.
Klamath Falls, OR 97601

075213.21

EXHIBIT A

SEWER EASEMENT

An easement 16.0 feet in width for purposes of building and maintaining a sanitary sewer, situated in the SW1/4SE1/4, Section 5, Township 39 South, Range 9 East, Klamath County, Oregon the centerline of which is more particularly described as follows:

Beginning at the center of manhole C-35 on the Stewart-Lenox Sewer Line, from which a 1" iron pipe which is the South 1/4 corner of Section 5, T.39S, R.9E, W.M. and is also the Initial Point of the plat of Fairfield bears S 59 15'40" W 210.90 feet, said center of manhole being the true point of beginning; thence N 81 43'30" W 173.93 feet, more or less, to a point which is 8.00 feet east of the east line of vacated Block 10, Fairfield Plat; thence N 00 30'00" E parallel to the east line of Fairfield 238.73 feet, more or less, to a point on the centerline projection of Dover Avenue.

After recording please return to:

William P. Brandsness
411 Pine Street
Klamath Falls, OR 97601

EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 17th day
of October A.D., 19 85 at 4:10 o'clock P M., and duly recorded in Vol. M85
of Deeds on Page 16917
By Evelyn Biehn County Clerk
[Signature]

FEE \$21.00