

40946

2380 S 6TH
Supply One

'97 JUL 11 P3:36

Vol. m97 Page 21843

After Recordation Return To:
City Recorder
P. O. Box 237
Klamath Falls, Oregon 97601

ER No. 41360
WO No. 01035461

AP No _____

Right-of-Way Easement

THIS INDENTURE, made and entered into this 4 day of March, 1997, DE 3/4/97
by and between PacifiCorp., dba Pacific Power & Light Company (hereinafter referred to
as "Grantee"), and Steiner Klamath Investors, Inc., a Nevada corporation (hereinafter
referred to as "Grantor"),

THAT THE GRANTOR, for good and valuable consideration paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns, without warranty, a nonexclusive permanent ten foot (10') wide right-of-way for an electric transmission and distribution line of one or more wires and all necessary appurtenances, including telephone and telegraph wires, poles, props, guys, anchors and other supports and the right to place all or any part of such lines underground (hereinafter referred to as "Facilities"), the centerline of which is at or near the location and along the general course now located and staked out by the Grantee over, across and upon certain property ("Property") described in Tract 70, Enterprise Tracts in Section 4, T.39S., R.9E., W.M., Klamath County, Oregon, said right-of-way being described as follows:

Beginning at the northwest corner of the Supply One property as described in Deed Vol. M90, Pages 9829-9831, said point being on the southerly right-of-way line of South Sixth Street N55°50'40"W 494.43 feet from the east line of said Tract 70; thence along the west line of said Supply One property S00°06'22"E 480.00 feet; thence N89°53'38"E 10.00 feet; thence N00°06'22"W 473.19 feet to the southerly right-of-way line of South Sixth Street; thence N55°50'40"W 12.10 feet to the point of beginning.

IT IS FURTHER AGREED:

1. Grantee shall have the right of ingress and egress over Grantor's Property and adjoining properties for the purposes of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances on said right-of-way and exercising other rights reasonably granted herein. Grantee shall provide Grantor, except in the event of an emergency, with reasonable notice prior to entering the Property for the purpose of inspecting and operating the Facilities and Grantee shall use its best efforts not to interfere with Grantor's development and operation of Grantor's Property and surrounding properties. In the event of an emergency Grantee shall provide notice as soon as practicable.

2. Grantee, at its sole cost and expense, shall maintain, repair and operate the Facilities, together with all structures, improvements and appurtenances connected therewith, in good and useable condition and repair.

3. Grantee, at its sole cost expense, shall have the right to clear said right-of-way and keep the same clear of brush, trees, timber and structures and the right to top, trim, clear or cut away all portions of trees encroaching into said right-of-way which might endanger such Facilities.

4. In discharging its obligation of operating, repairing and maintaining the Facilities Grantee shall be responsible for returning the grounds in the Property and adjoining properties to its condition prior to Grantee's activities.

5. Grantee shall at all times save and hold harmless the Grantor from any and all loss, damage or liability it may suffer or sustain by reason of any injury or damage to the Property or any person or adjacent property caused by the maintenance, repair and operation of the Facilities.

6. Grantee shall not erect or construct, nor permit to be erected or constructed any Facilities, or structure additional to those installed herein, nor permit any activity which in the judgment of the Grantor is inconsistent with Grantor's use, ownership and development of the Property and Grantor's surrounding property.

7. Grantor shall have the right to remove or clear any and all structures, combustible materials, trees, brush, debris, or any other obstruction from said right of way (other than the Facilities installed herein in which case prior consent of Grantee is required), which in the judgment of Grantor may interfere with or endanger the construction, operation, and maintenance of the Property or surrounding property, including any structures thereon.

8. Grantor, its successors and assigns, shall have the right to erect, maintain, use, construct and provide landscaping and other improvements which now or hereafter may cross the Property; provided, however, at no time shall any building nor anything flammable be erected, permitted or placed within the boundaries of said right-of-way nor shall any equipment of any kind or nature which exceeds fifteen feet (15') in height be used within the boundaries of said ten foot (10') right-of-way by Grantor.

9. The waiver or breach of any of the provisions herein shall not be deemed to be a waiver of that provision or any other provisions or a waiver of any subsequent breach of such provisions.

10. The obligations of the parties under this Grant of Easement shall be binding upon and inure to the benefit of their respective successors and assigns, and said obligations shall be deemed covenants running with the Property and the successors and assigns shall have assumed and have agreed to perform all such obligations and covenants.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this document this 4

day of March, 1996

3/1/97

Grantor:

Steiner Klamath Investors, Inc.

By

Title

Sec. 1/10/97

State of Nevada, }
County of Washoe. } ss.

On this 4th day of March, 1996, personally appeared before me, a Notary Public, Nick Rano, known or proven to me to be the person whose name is subscribed to the foregoing Grant of Easement, who acknowledged that he executed the same; he further acknowledged to me that in so doing he was acting in his capacity as Sec/Treas of Steiner Klamath Investors, Inc., and for and on behalf of said corporation.

D. Jean Hughes
Notary Public



Grantee:

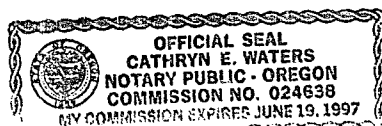
PacifiCorp., dba
Pacific Power & Light Company

By Dale Morrison
Title DISTRICT OPERATIONS MGR.

State of Oregon, }
County of Klamath. } ss.

On this 13 day of March, 1996, before me, personally appeared Dale Morrison to me personally known to be the DST. OPS MGR. of the corporation that executed the within and foregoing Right-of-Way Easement, who, duly sworn, on oath did say; that he is the DST OPS MGR. of the corporation that executed the within foregoing instrument; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and official seal the day and year above written.



Cathryn E. Waters
Notary Public for State of Oregon
Residing at Klamath County
My Commission Expires 6-19-97

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacificorp the 11th day
of July A.D., 19 97 at 3:36 o'clock P M., and duly recorded in Vol. M97,
of Deeds on Page 21843.

FEE

\$20.00

Bernetha G. Letsch, County Clerk
By Kathleen Rose