

Return to:
 PacifiCorp
 920 SW 6th Ave.
 Portland, OR 97204
 Attn: Mike Eshala

Owner:
 Les H. Crawford
 Wendy Crawford
 17815 Hamaker Lane
 Klamath Falls, OR 97601

ENCROACHMENT MODIFICATION TO EASEMENT

97 JUL 17 P2:14
 For value received, PacifiCorp, an Oregon corporation, successor in interest to the corporation formerly known as Pacific Power & Light Company, successor in interest to the California Oregon Power Company, a California corporation, ("PacifiCorp"), whose address is 920 S.W. 6th Ave., Portland, Oregon 97204 and Les H. Crawford and Wendy Crawford ("Owner"), whose address is 17815 Hamaker Lane, Klamath Falls, Oregon 97601, hereby agree that the certain Grant of Right of Way Easement dated November 14, 1956, and recorded in Volume 388, Page 72, in the Records Klamath County, Oregon, (the "Easement"), pursuant to which PacifiCorp operates and maintains an electric power transmission line over and across the real property owned by Les H. Crawford and Wendy Crawford in Klamath County, State of Oregon, as more specifically described on Exhibit A, shall be and is hereby modified and amended (to the extent that it affects the portion of the Easement on the real property owned by Owner on which the following described encroachment is located and which is more specifically shown on the drawing attached as Exhibit B) to acknowledge the existence of and authorize the continued maintenance on a non-exclusive basis a certain structure within the boundaries of said right of way, namely:

One existing building, as shown on Exhibit B ("Encroachment"), will be allowed to remain as is, subject to the terms and conditions of the Easement as modified hereby.

Owner shall not add to or change the structure in any way that would result in an additional encroachment (by area, height, etc.) or that would materially increase the intensity of use of such Encroachment on the subject Easement area. In the event that the structure is damaged in part, but not destroyed or demolished, and Owner undertakes and completes restoration of the damaged structure within 12 months of the date of damage, the damaged structure may be rebuilt but only to the extent that it currently existed at the time of such damage. In all other events, Owner shall remove the damaged structure from the Easement and restore the affected area. No other structures or improvements of any type, permanent or temporary, may be built or placed as to encroach within the Easement area by Owner or persons subject to Owner's direction or control.

Owner acknowledges that the Encroachment consent herein granted may be revoked by PacifiCorp at any time, if PacifiCorp's current or future plans require use of the right of way for rebuild, enlargement, relocation or the construction of new and/or additional facilities within said Easement area. In the event that PacifiCorp determines in its sole discretion to revoke the Encroachment consent, PacifiCorp will instruct the Owner, by written instrument, to reconfigure, remove or relocate the Encroachment, at Owner's expense, within 90 days of the date of said written notification.

Owner acknowledges that the presence, use or occupancy of the existing encroachment on said Easement could result in injury or harm to persons or property, including that of Owner or third parties, and Owner shall indemnify, defend, reimburse and hold harmless PacifiCorp, its directors, officers, affiliates, agents and employees, for, from and against any and all liabilities, losses, suits, costs, expenses, actions, claims and judgments based upon injury to or death of any person or persons, or damage to any property, which in any manner may arise out of or result from the existence, use or occupancy of any of the above described Encroachment on said Easement.

Owner further, for itself/themselves and for its/their respective estates, heirs, successors and assigns, invitees and permittees expressly assume(s) all risk of injury to or death of any person or persons, and of damage to any property (including its/their own person(s) and its/their own property) caused by or arising out of any use or occupancy of the Encroachment described above and other structures or equipment in close proximity to the electric power transmission line or lines as may now or hereafter be located within the Easement.

Owner agrees that it shall (a) at all times strictly comply with all local, state and federal laws, ordinances, rules and regulations relating to its use or occupancy of the Encroachment and exercise of the rights set forth herein; (b) not use or bring onto the Easement area or allow any third party subject to its direction or control to use or bring onto the Easement area any tools, machinery, equipment apparatus, materials or supplies that endanger the facilities of PacifiCorp; or (c) to erect, handle or operate, or allow any third party under its direction or control to do so except outside the minimum clearances set forth in the latest edition of the National Electric Safety Code adopted by the State of Oregon as the same may be superseded or amended from time to time, which minimum standards are hereby incorporated herein by this reference.

In no event shall any consent, approval, acquiescence, or authorization of PacifiCorp or any affiliate, director, officer, employee or agent of PacifiCorp be deemed a warranty, representation or covenant by PacifiCorp or such person that the matter approved, consented to, acquiesced in or authorized is appropriate or suitable for Owner's purposes, practicable, safe or in compliance with any applicable law or this Encroachment Modification of Easement or otherwise be deemed to render PacifiCorp or any such person liable therefor and Owner shall be and remain solely responsible for such matters.

The parties agree that said Easement, except as expressly modified hereby, is and remains in full force and effect in accordance with its terms, and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; and its terms and conditions shall be deemed to be covenants running with the land.

IN WITNESS WHEREOF, PacifiCorp has executed this Encroachment Modification to Easement as of this 14th day of JULY, 1997.

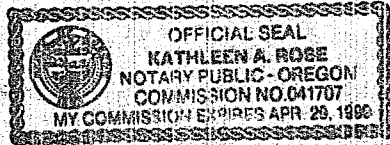
PACIFICORP, an Oregon corporation

By Mike Rippet
Asst. Vice President

Representative Acknowledgement

State of OREGON }
County of Multnomah } ss.

This instrument was acknowledged before me on JULY 14th, 1997,
by MIKE RIPPET as Assistant Vice President of PacifiCorp.



Kathleen A. Rose
Notary Public for Oregon
My Commission expires: 4-29-99

22559

IN WITNESS WHEREOF, the Owner has executed this Encroachment Modification to Easement as
of this 30th day of JUNE, 1997.

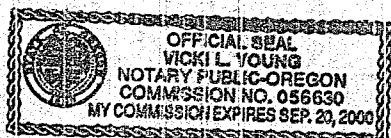
By Les H Crawford
Les H. Crawford

By Wendy Crawford
Wendy Crawford

Acknowledgement

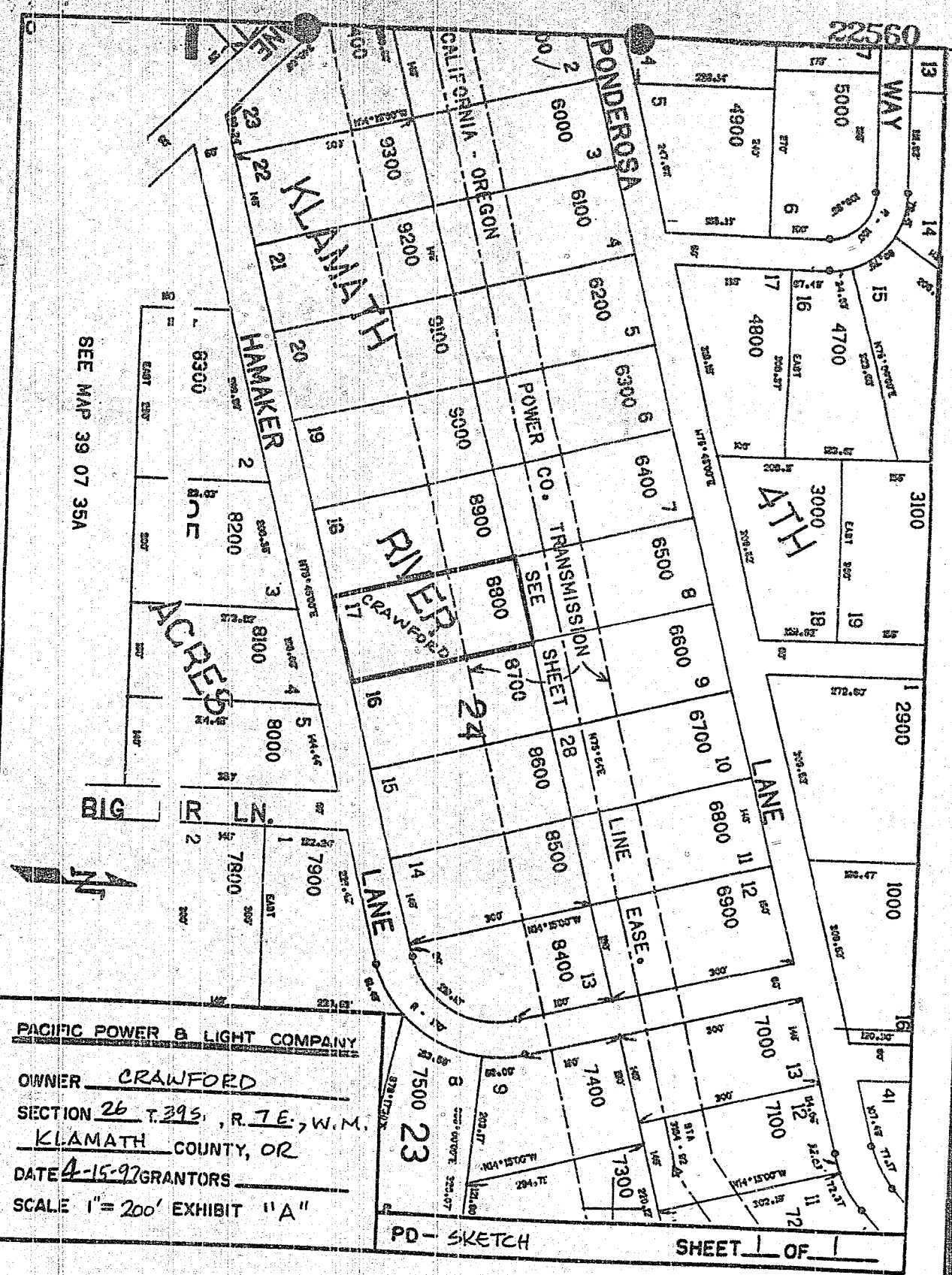
State of OREGON)
County of Klamath) ss.

This instrument was acknowledged before me on JUNE 30th, 1997,
by LES H. CRAWFORD & WENDY CRAWFORD.



Vicki L. Young
Notary Public for Oregon
My Commission expires: 9-20-2000

22560



SEE MAP 39 07 35A

PACIFIC POWER & LIGHT COMPANY
 OWNER CRAWFORD
 SECTION 26 T. 39S, R. 7E, W.M.
KLAMATH COUNTY, OR
 DATE 4-15-97 GRANTORS
 SCALE 1" = 200' EXHIBIT "A"

PD - SKETCH

SHEET 1 OF 1

22561

HAMAKER

LANE

PROPERTY LINES

CRAWFORD

EDGE OF PP&L
RIGHT-OF-WAY

38'

BLOG.

46'

RIGHT OF WAY
AREA

90'

20'

33'

PROPERTY
LINES

PACIFIC POWER & LIGHT COMPANY

OWNER CRAWFORDSECTION 26 T. 39S R. 7E, W.M.KLAMATH COUNTY, OREDATE GRANTORS

SCALE 1"=40' EXHIBIT "B"

FILE#

SHEET 1 OF 1

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacificorp
 of July A.D., 19 97 at 2:14 o'clock P. M., and duly recorded in Vol. M97
 of Deeds on Page 22557.

FEE \$30.00

By Bernetha G. Letsch, County Clerk.
Kashlin Ross