

Return to:  
Pacific Power  
OC- 1950 Mallard Lane  
Klamath Falls, Oregon  
CC: 11176 WO:01845192

### RIGHT OF WAY EASEMENT

For value received, Monti's Construction Inc, Martin Monti, Pres. grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 5 feet in width and 135 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Klamath County, State of Oregon, as more particularly described below.

Said property generally located in The S/E ¼ of Section 28 Township 38S, Range 09E, of the Willamette Meridian, Lot 23 of Old Fort Estates.

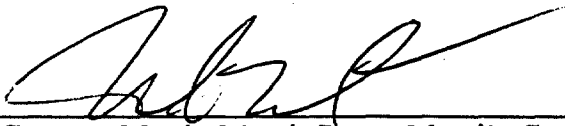
Assessor's Map No. 3809-028DC 14500-00

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

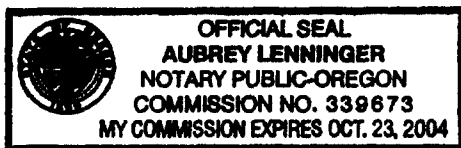
DATED this 28<sup>th</sup> day of December, 2000.



Grantor Martin Monti, Pres., Monti's Construction Inc.

STATE OF Oregon )  
County of Klamath ) ss.

This instrument was acknowledged before me on this 28<sup>th</sup> day of December, 2000, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.



Aubrey Lenninger  
Notary Public

My commission expires: Oct 23, 2004

State of Oregon, County of Klamath  
Recorded 01/05/01, at 2:41 p. m.  
In Vol. M01 Page 543  
Linda Smith,  
County Clerk Fee \$ 26<sup>00</sup>