

Return to: Pacific Power
1950 Mallard Ln
Klamath Falls, OR

CC: 11176 WO: 02001827

'02 MAY 7 PM2:36

RIGHT OF WAY EASEMENT

Vol M02 Page 27197

For value received, Golden Bear Inc., ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 455 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 and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof:

Situated in a portion of the NE ¼ of Section 08 Township 39S, Range 10E, of the Willamette Meridian, and more specifically described in Volume M98 page 48095 in the Official Records of Klamath County.

Assessor's Map No. 3910 8B Tax Parcel No. 1600 East

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 4 day of MARCH, 2002.

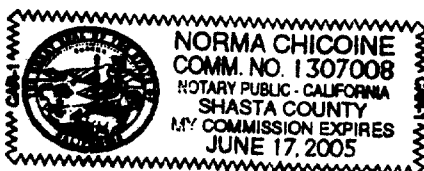
BY: [Signature]
(President)

Attest: _____
(Secretary)

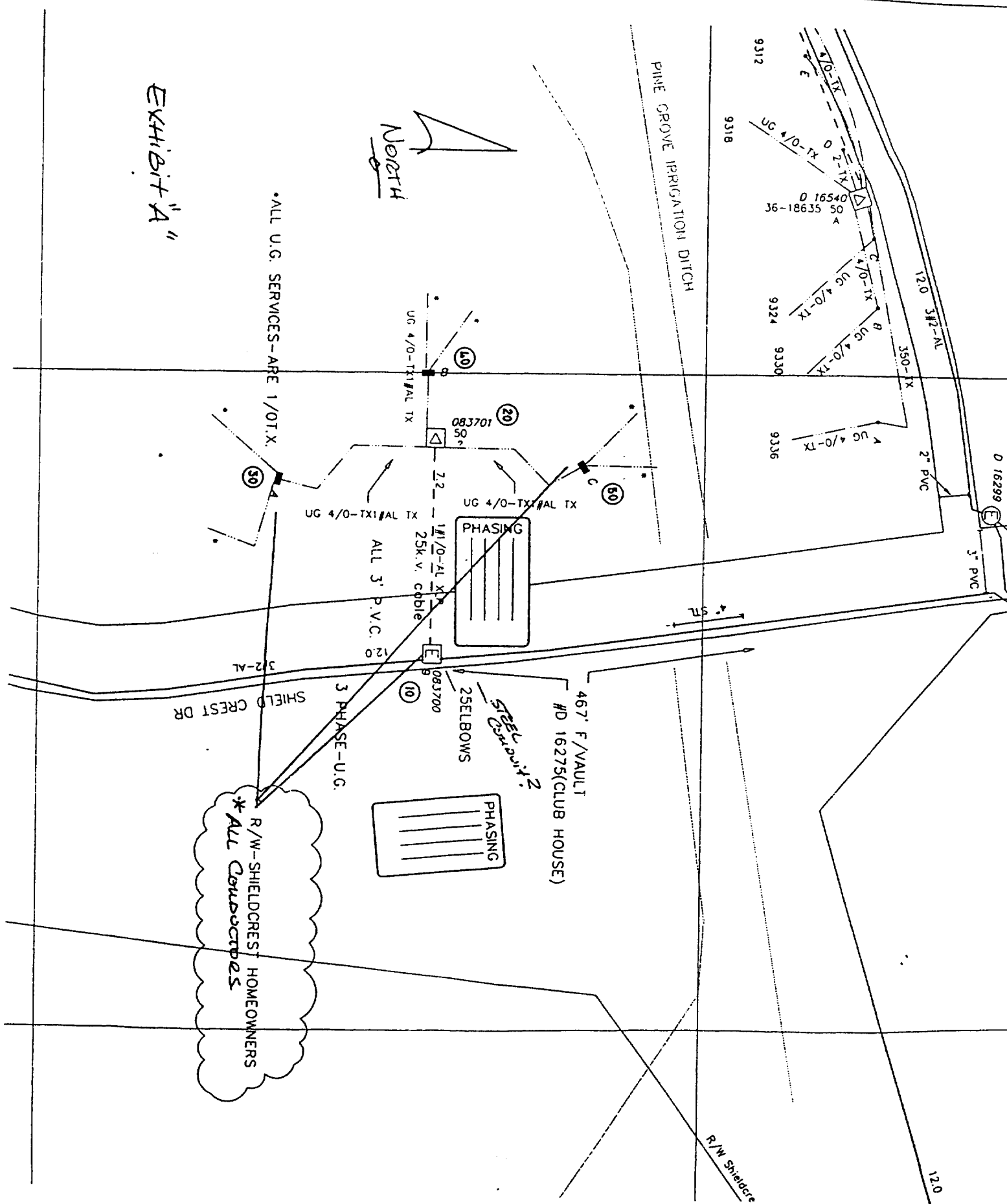
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF California
County of Shasta ss.

This instrument was acknowledged before me on this 4th day of March, 2002, by
Norma Chicoine, as Notary Public of California.
[Signature]
Notary Public
My commission expires: 6-17-05



State of Oregon, County of Klamath
Recorded 05/07/2002 2:36 p. m.
Vol M02, Pg 27197-99
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

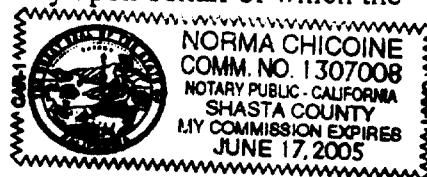


State of California)

County of Shasta ^{ss.}

On 3-4-02 before me, Norma Chicoine Notary Public
 personally appeared Luis Miramontes personally known to me (or
 proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
 is/are subscribed to the within instrument and acknowledged to me that he/she/they
 executed the same in his/her/their authorized capacity (ies), and that by his/her/their
 signature(s) on the instrument the person(s) or the entity upon behalf of which the
 person(s) acted, executed the instrument.

Witness my hand and official seal.



SIGNATURE

A handwritten signature in cursive script, appearing to read "Norma Chicoine", written over a horizontal line.

-----OPTIONAL-----

Description of Attached Document

Title or Type of Document:

Document Date:

Number of Pages:

Signer(s) Other Than Named Above: