

Return to: Pacific Power
1950 Mallard Lane
Klamath Falls, OR 97601

'02 SEP 27 PM2:05

RIGHT OF WAY EASEMENT

For value received, **Albertson's, Inc., a Delaware corporation, ("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 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 anchors, 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, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) "A" attached hereto and by this reference made a part hereof, comprising a part of:

Grantor's property situated in a portion of the NE 1/4, SE 1/4 of Section 2, Township 39S, Range 9E of the Willamette Meridian, and more specifically described in Volume M93 Page 11891 in the Official Records of Klamath County.

Assessor's Map No. 3909-2 DA-1501 Tax Parcel No. 1501;

Subject to the Addendum to Right-of-Way Easement attached hereto and 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; and this Easement shall terminate if and when Grantee shall have abandoned all use of the right-of-way and has no future need therefor.

DATED this 15th day of September, 2 002.

ALBERTSON'S, INC., a Delaware corporation

By: [Signature]
Lincoln V. Sharp, Jr.
Vice President, Real Estate Law

REPRESENTATIVE ACKNOWLEDGEMENT

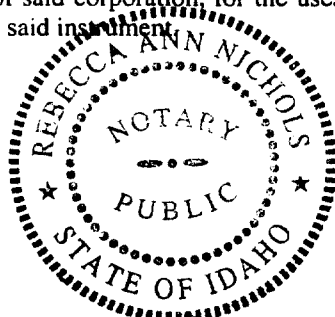
STATE OF IDAHO)

County of Ada)

ss.

State of Oregon, County of Klamath
Recorded 09/27/2002 2:05 p. m.
Vol M02, Pg 55023-25
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 3

This instrument was acknowledged before me on this 15th day of September, 2002, by **Lincoln V. Sharp, Jr., Vice President, Real Estate Law, of Albertson's, Inc.**, the corporation that executed this instrument, as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and who stated on oath that he is authorized to execute the said instrument.



Rebecca Ann Nichols
Notary Public for the State of Idaho
My Commission expires: 09-29-06

0577PacPowROWEaseAdd

ADDENDUM TO RIGHT-OF-WAY EASEMENT**Grantor:** **Albertson's, Inc.**, a Delaware corporation**Grantee:** **PacifiCorp**, an Oregon corporation**Instrument Date:** September 15, 2002

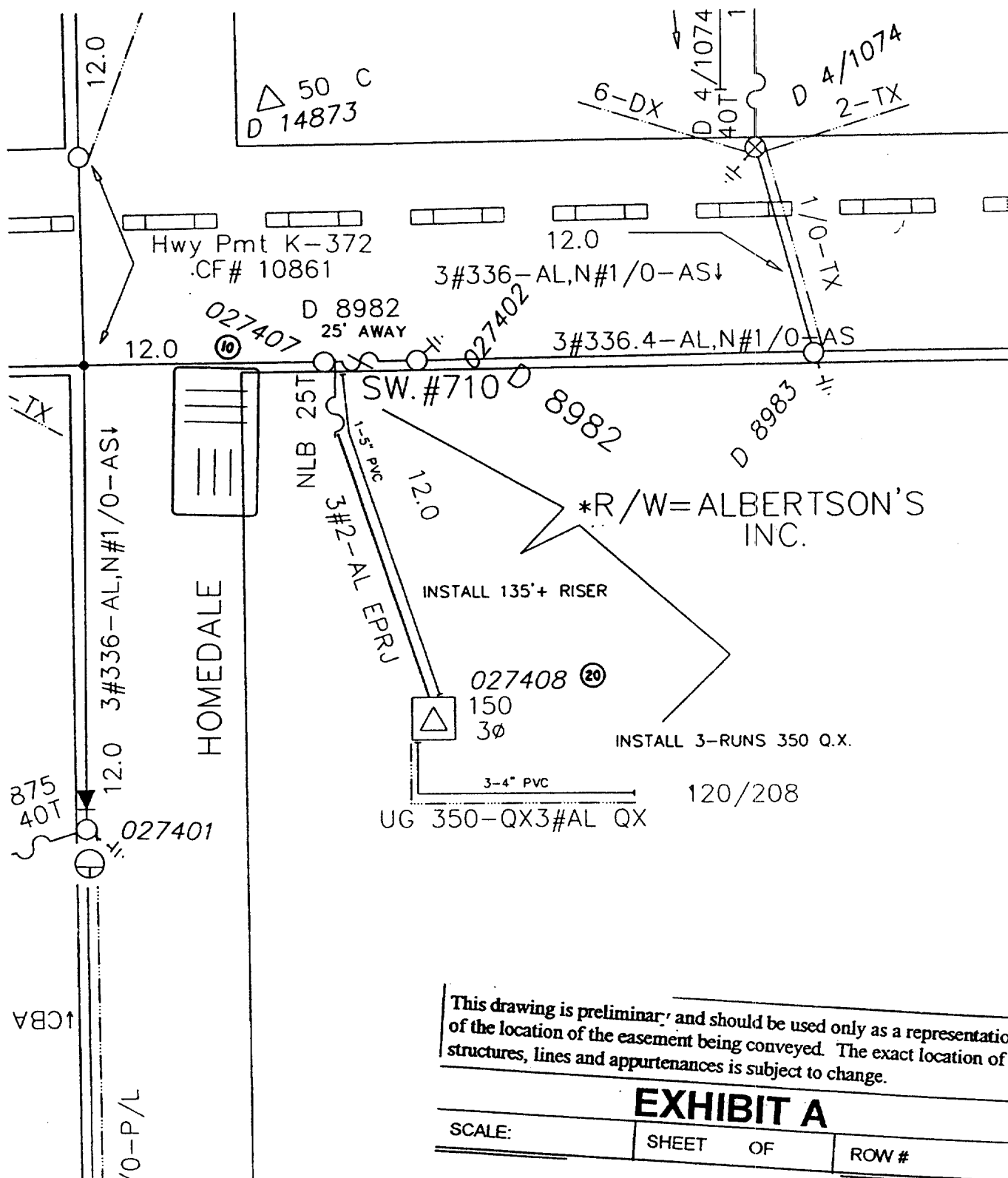
Anything in this instrument to the contrary notwithstanding, Grantee by recording this instrument and/or exercising the rights herein granted agrees to the following conditions:

(a) The easement herein granted is subject to all easements and encumbrances of record and is non-exclusive provided subsequent use does not interfere with Grantee's use, as determined by Grantee.

(b) All lines, equipment and their related components and supports placed within the described easement area by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee.

(c) Grantee and Grantee's agents or contractors shall at all times safely operate and maintain Grantee's Property within the easement area.

(d) Grantee shall not in the exercise of the easement unreasonably interfere or obstruct Grantor, or Grantor's agents or contractors, or unreasonably interfere with any business of Grantor, so long as Grantee can adequately use the easement for the purposes stated herein.





This drawing is preliminary, and should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change.

EXHIBIT A

SCALE:

SHEET OF

ROW #

Foreman		Emp #	Job Start Date		 		
CC#	WO# / REQ#	Map String	Job Comp Date				
11176	002064202	01439009.0			1 OF 1		
CUSTOMER : ALBERTSON'S FUEL EXPRESS ADDRESS : 50.6TH AND HOMEDALE			Circuit 5L2	Post Jobs <input type="checkbox"/> RQH <input type="checkbox"/> Posted <input type="checkbox"/>	EST ID# 12950	Print Date 07/03/02	Scale 1=50'