

Return to:
PacifiCorp
Attn: Paul Daily
825 NE Multnomah, Suite 1000
Portland, OR 97232
ROW File No: 2002500

State of Oregon, County of Klamath
Recorded 11/21/03 8:53a.m
Vol M03 Pg 85909-12
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

RIGHT OF WAY EASEMENT

For value received, ELECTRO SCIENTIFIC INDUSTRIES, INC., an Oregon corporation ("Grantor" or "ESI") hereby grants to PACIFICORP, an Oregon corporation ("Grantee" or "PC"), an easement (the "Easement") for a right of way 10 feet in width and 520 feet in length, more or less, being 5 feet on either side of the "Easement Route" more particularly identified below), 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, 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, on, over or under the surface of the following described real property of Grantor in Klamath County, State of Oregon (the "**Affected Parcel**"):

A tract of land consisting of Parcel 1, Land Partition 12-00 situated in the NE one-quarter of Section 18, Township 38 South, Range 9 East, W.M., Klamath County, Oregon (which is also known as Tax Parcel No. 500 of Assessor's Map No. 3809-1800-00500, being part of the land which is described as (the "**ESI Property**") in that certain easement agreement (the "**City Road Easement**") dated March 18, 2003 and recorded on April 14, 2003 in Volume M03, Page 23368, Records of Klamath County, Oregon

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, and with the understanding that at no time shall Grantor light any fires, place or store any flammable materials, on or within the boundaries of the right of way, the surface of which may be used by Grantor for purpose not inconsistent with

the purposes for which this easement has been granted, SUBJECT, HOWEVER, TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS AND CLARIFICATIONS:

1. ESI may at any time use the surface of the right of way for vehicular parking, traffic circulation and related activities, and may from time to time improve, maintain and repair the surface with blacktop, asphalt or other pavement. However, PC shall not be liable for any damage thereto if and to the extent that it is reasonably attributable to PC's conduct of access, maintenance, repair or other activities pursuant to this easement.

2. The purpose of the Easement is limited to the underground provision of electrical and communication services to ESI's facilities located on the Affected Parcel, and PC agrees to cooperate with ESI in taking all steps necessary to vacate or amend the Easement following receipt of written notice from ESI stating that such service is no longer necessary or requires redirection or relocation. The Easement is not intended to grant PC any rights in the Affected Parcel for the benefit of itself or any other parcel of real property, whether or not adjacent to the Affected Parcel, to maintain a right of way across the Affected Parcel.

3. As of the date hereof, ESI and PC acknowledge that the underground lines have been installed and that all construction and related work on the Affected Parcel has been satisfactorily completed.

4. PC agrees that, notwithstanding any other provision hereof, PC does not intend or need to locate or maintain any poles, guys, wires or other facilities or installations on the surface of the Affected Parcel, inside or outside of the right of way, except for the transformer pad/vault at which the Easement Route terminates, and except for such temporary facilities or installations as may from time to time in the future be reasonably necessary for repair and maintenance purposes.

5. PC agrees to provide ESI with as much advance notice as may be reasonably possible under the circumstances of PC's need for access to the right of way or any other portion of the Affected Parcel for maintenance or repair purposes (recognizing that little or no advance notice may be possible in the case of an emergency), in order to minimize as much as reasonably possible any interruption of or change in ESI's normal use of the Affected Parcel.

6. PC agrees to defend, indemnify and hold harmless ESI from and against any liability arising out of or attributable to PC's activities on the Affected Parcel in connection with the Easement; and ESI agrees to defend, indemnify and hold harmless

PC from and against any liability arising out of or attributable to ESI's activities on the Affected Parcel.

7. PC acknowledges that it has no need of and does not assert, in connection with the Easement, any rights in any existing or later-acquired lands of ESI adjacent to the Affected Parcel.

8. The "Easement Route" is shown on the drawing which is attached hereto as EXHIBIT A which PC represents is a reasonably accurate and reliable depiction of the route of the right of way within which PC's lines and facilities have actually been located and installed.

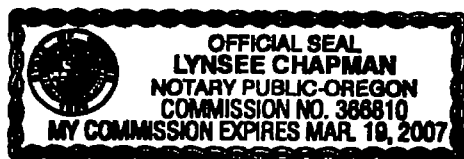
9. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective successors and assigns.

IN WITNESS WHEREOF, this instrument has been executed on the 12 day of Nov, 2003.

ELECTRO SCIENTIFIC INDUSTRIES, INC.

by: J. Michael Dodson (signature of authorized officer)
J. Michael Dodson (officer's printed name and title)
 & V.P. of Admin., CFO & Secretary

This instrument was acknowledged before me on the 12 day of Nov, 2003, by J. Michael Dodson, who is the Sr. VP of Admin., CFO and Secretary of ELECTRO SCIENTIFIC INDUSTRIES, INC., an Oregon corporation, on behalf of the corporation.



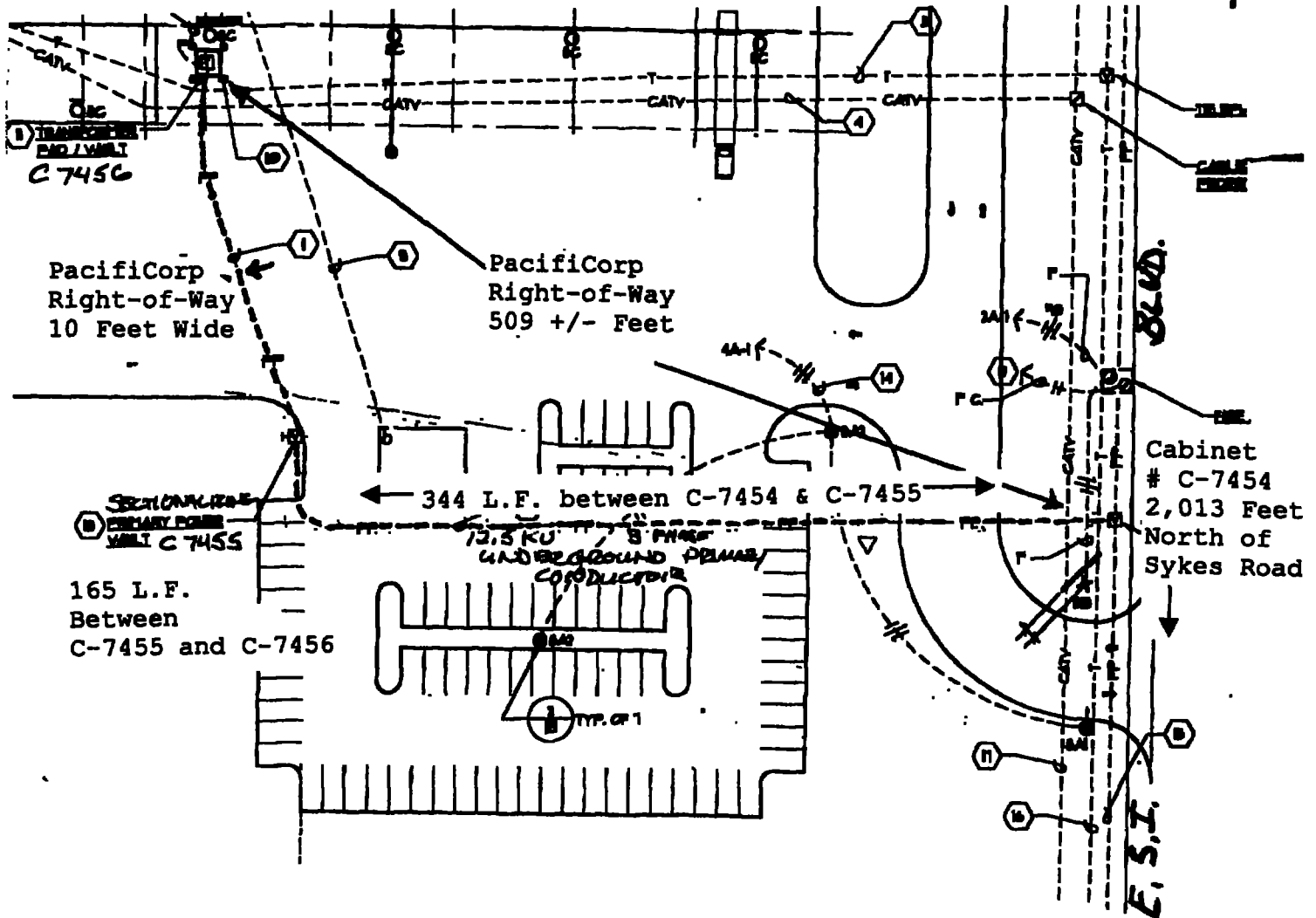
Lynsee Chapman
 Notary Public For Oregon: WA County
 My Commission Expires: 3-19-2007

Property Description

85912



The NE 1/4 of Section 18 Township 38 South, Range 9 East, WM.
Klamath County, Oregon



CC#: 11176
WO#: 01760455
NAME: B. UNOLIN
DRAWN BY: P. DAILEY

This drawing 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

PacifiCorp

SCALE: N/A

SHEET | OF |

ROW# 20025000