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Vol M04 Page 71082

State of Oregon, County of Klamath
Recorded 10/19/04 11.38 a m
Vol M04 Pg 71082-84
Linda Smith, County Clerk
Fee \$ 3.00 # of Pgs 3

Return to: PacifiCorp
Attn: Jennifer Mulalley
825 NE Multnomah Street, Suite 1000
Portland, OR 97232
CC#: 11176 WO#: 002406667 R/W#: 2004-0375

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Wal-Mart Real Estate Business Trust, whose mailing address is Dept. 8013, Re: Store #1772, 702 SW 8th Street, Bentonville, AR 72716 ("Grantor"), as successor in interest to Wal-Mart Stores Inc., hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a non-exclusive easement for a right of way 10 feet in width and 178 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of an underground electric distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults on, across, 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 A attached hereto and by this reference made a part hereof:

A tract of land situated in Lots 1, 2 and 3, Block 4 of "Tract 1080 - Washburn Park" according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and the SE ¼ NE ¼ of Section 9, Township 39 South, Range 9 East, W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of said Lot 2; thence S 00°02'00" East, along the East line of said Lot 2, 60.00 feet; thence S 89°58'00" West 209.00 feet; thence S 00°02'00" East 209.00 feet; thence North 89°58'00" East 181.66 feet to a point on the easterly line of said Lot 2; thence along the boundaries of said Lots 2 and 1, along the arc of a curve to the right (radius point bears North 68°55'22" West 532.96 feet and central angle equals 49°28'52") 460.27 feet, along the arc of a spiral curve to the right (the long chord of which bears South 84°01'29" West 384.34 feet) 386.00, North 89°26'30" West 40.35 feet to the Southwest corner of said Lot 2, and North 89°26'30" West 359.98 feet to a point from which the Southwest corner of said Lot 1 bears N 89°26'30" West 260.00 feet; thence N 00°07'15" West, parallel to the west line of said Lot 1, 619.18 feet to a point on the North line of said Lot 1; thence continuing North 00°07'15" West 32.00 feet; thence South 89°25'35" East 359.98 feet to a point on the West line of said Lot 3; thence North 89°58'00" East 771.06 feet to a point on the East line of said Lot 3; thence South 00°02'00" East 32.00 feet to the point of beginning, containing 14.519 acres, more or less, and with bearings based on said "Tract 1080 - Washburn Park".

Assessor's Map No. 39 09 09AD

Tax Parcel No. 400

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 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, 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.

Grantee hereby agrees to indemnify, protect, defend and hold harmless Grantor, its successor's and assigns, from claims, liabilities, costs and expenses arising out of any act or omission of Grantee, its successors and assigns in connection with the construction, operation or maintenance of Grantee's improvements upon this easement.

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

DATED this 8th day of October, 2004.

Wal-Mart Business Real Estate Trust

By: John E. Clarke

John E. CLARKE

Title: Assistant Vice President

George Baesso
10-6-04

TRUST ACKNOWLEDGEMENT

STATE OF ARKANSAS)

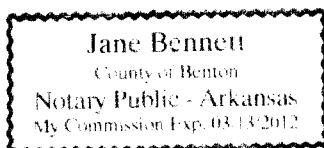
COUNTY OF BENTON)

On this 8th day of October, 2004, before me, the undersigned notary public in and for said County and State, personally appeared

John E. Clarke to me personally known, who, being by me duly sworn, did say that he/she is Assistant Vice President of WAL-MART REAL ESTATE BUSINESS TRUST and that the seal affixed to the foregoing instrument is the seal of said trust, and that said instrument was signed and sealed in behalf of said trust by authority of its Trustee, and said

acknowledged said instrument to be the free act and deed of said trust.

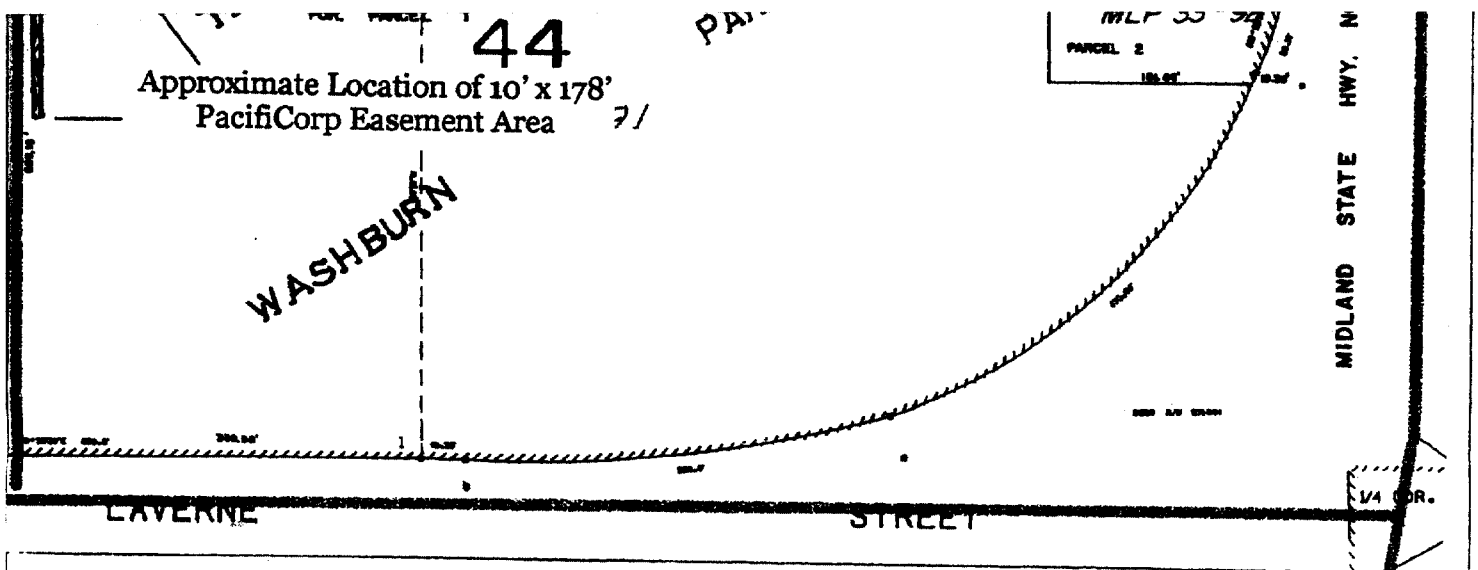
WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the 8th of October, 2004.



Jane Bennett
NOTARY PUBLIC

My Commission Expires:

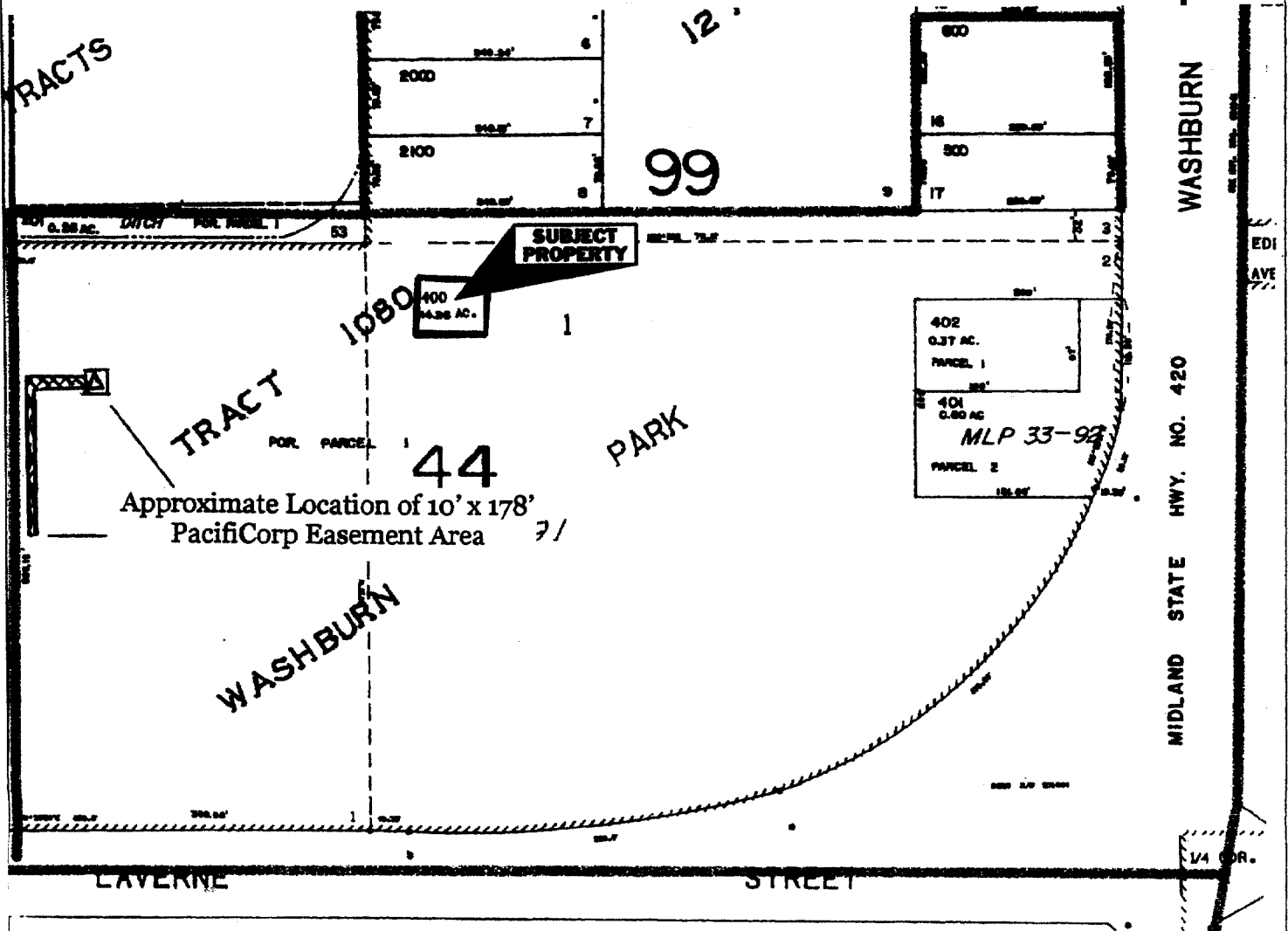
3-13-2012



71084

Property Description

SE 1/4 NE 1/4 Section 9, Township 39 South, Range 9 East, W.M.
 Klamath Falls, OR
 Tax Lot#400

Wal-Mart Easement Acquisition for Expansion of Store

CC#: 11176 WO#: 002406667

Name: Wal-Mart Stores

Drawn by: J. Mulalley

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 within the boundaries of the described easement area.

EXHIBIT A**PacifiCorp**

SCALE: NTS SHEET 1 OF 1
 ROW # 2004-0375