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2007-019353

Klamath County, Oregon



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11/13/2007 03:44:41 PM

Fee: \$41.00

RECORDING REQUESTED BY:

GRANTEE: PacifiCorp

GRANTOR: ROGUE PARTNERS,
a Limited Partnership

RETURN TO:

PacifiCorp

Attn: Real Estate Management

825 NE Multnomah, Suite 1700

Portland, OR 97232

EASEMENT AGREEMENT

When Recorded, Return to:
825 NE MULTNOMAH, SUITE 1700
PORTLAND, OR 97232

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is entered into by and between ROGUE PARTNERS, a Limited Partnership ("Grantor") and PACIFICORP, INC., an Oregon Corporation ("Grantee").

RECITALS

A. Grantor desires that the City of Klamath Falls, Oregon, vacate an alley that abuts real property owned by Grantor and Grantee in the City of Klamath Falls, Oregon (the "Alley").

B. Upon vacation of the Alley, the property within the Alley will be added to the abutting properties owned by Grantor and Grantee.

C. Grantee, as an owner of property abutting the Alley, consented to said vacation on the condition that Grantor grant Grantee an easement for access to Grantee's facilities across that certain real property to be granted to Grantor pursuant to the Alley vacation, as more particularly described in the legal description attached hereto as Exhibit "A" and as more particularly shown on the map attached hereto as Exhibit "B" (the "Easement Area").

D. Grantor and Grantee hereby desire to enter into this Agreement to provide for the granting of an easement by Grantor to Grantee subject to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and received, PacificCorp and Rogue Partners hereby agree as follows:

1. Grantor hereby grants to Grantee a perpetual, non-exclusive easement for vehicular ingress, egress, in, to, through, over, under and across the Easement Area for the purpose of accessing Grantee's electrical facilities located on Grantee's adjacent property (the "Easement").

2. Grantee's use of the Easement shall not unreasonably interfere with Grantor's enjoyment of the Easement Area and Grantee shall limit its use to times when it is reasonably necessary for Grantor to access its facilities through use of the Easement Area.

3. Grantor agrees not to unreasonably obstruct Grantee's access to the Easement Area.

4. This Agreement shall become immediately and automatically effective upon the issuance of a Final Order and Ordinance vacating the Alley by the City of Klamath Falls, OR.

5. The covenants contained herein shall run with the land in perpetuity and shall bind all successors and assignees to either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below.

DATED this 15th day of August, 2007.

Grantor:

ROGUE PARTNERS, a Limited Partnership

By: [Signature]

Name: SCOTT M. MCCOLLON

Its: MANAGING PARTNER

Grantee:

PACIFICORP, an Oregon corporation

By: [Signature]

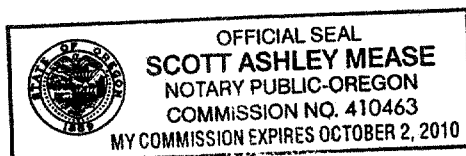
Name: Jana L. Monahan

Its: Director, Real Estate Management

STATE OF OREGON)

COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on August 15, 2007, by Jana L. Monahan, as Director of Real Estate of the within named corporation.



[Signature]
Notary Public for Oregon

My Commission Expires: 2 October MMX

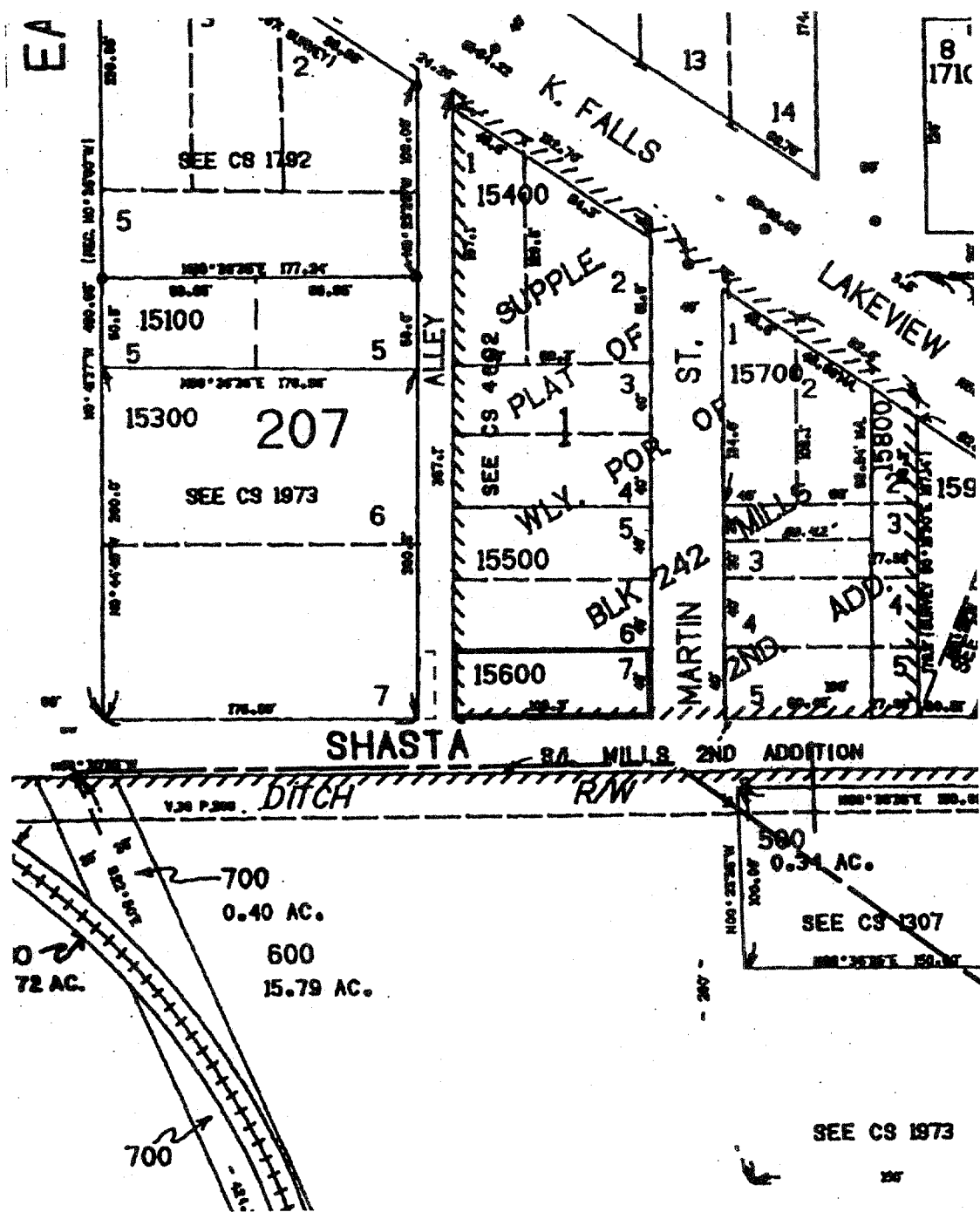
EXHIBIT A

(Legal description of Easement Area)

A tract of land situated in the southeast one-quarter of the southeast one-quarter of Section 33, Township 38 South, Range 9 East, of the Willamette Meridian, more particularly described as follows:

The west ten (10) feet of the south forty (40) feet of the vacated Alleyway between Block 207 and Block 242 of Mills 2nd Addition to the City of Klamath Falls as shown on the official plats on file in the Recorder's office of Klamath County, Oregon.

EXHIBIT B



A Portion of Klamath County Tax Map 38-09-33DC
Blue Outline is PacifiCorp property
Red Dashed Outline is easement area