

AFTER RECORDING RETURN TO:

PacifiCorp
Kayla Carol
825 NE Multnomah Street, Suite 1700
Portland, OR 97232

2007-019389

Klamath County, Oregon



00035142200700193890050051

11/14/2007 10:19:18 AM

Fee: \$41.00

GRANTOR:

City of Klamath Falls
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

PacifiCorp
825 NE Multnomah Street, Suite 1700
Portland, OR 97232

EASEMENT AGREEMENT FOR ELECTRICAL UTILITY LINES

The City of Klamath Falls, Oregon, Grantor, in consideration of the terms and conditions of this Easement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant and convey to PacifiCorp, an Oregon corporation (Grantee), a perpetual, non-exclusive easement for the purpose of constructing, installing, reconstructing, inspecting, repairing, maintaining, altering, replacing, enlarging, removing and operating Grantee's electric power transmission, distribution and communication lines, and all necessary or desirable appurtenances 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 therefore; and pads, transformers, switches, vaults and cabinets; in, into, upon, over, across and under a fifty (50) foot wide strip of land legally described and depicted on EXHIBITS A, B and C, attached hereto and incorporated herein (the "Easement Area").

Additional terms of the Easement are as follows:

1. **Consideration.** In addition to the consideration described above, Grantee shall bear the costs of recording this Easement.

2. **Property Burdened.** The Easement Area lies within the real property owned by Grantor that is legally described as follows (the "Property"):

A tract of land lying in Lots 7, 8 and 9, Block 45, Buena Vista Addition to the City of Klamath Falls, Klamath County, Oregon consisting of the following: All of Lot 9; the southerly 60 feet of said Lots 7 and 8; and the northerly portion of said Lots 7 and 8 more particularly described as follows: Beginning at the Northeast corner of said Lot 7, thence West along the North line of said Lots 7 and 8, a distance of 120 feet, to the Northwest corner of said Lot 8, thence South along the West line of said Lot 8, a distance of 10 feet, thence Northeasterly in a straight line 120.4 feet, more or less, to the point of beginning.

3. **Indemnification by Grantee.** Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings asserted by third parties against Grantor and Grantor's heirs, successors and assigns (including attorneys' fees, costs and expenses) that arise from or out of the Grantee's use of the Easement Area or the Property at any time.

4. **Entry.** This Easement shall include: the right of ingress and egress for Grantee, its contractors and agents, over the Property and Grantor's adjoining lands for the purposes of Grantee's use and enjoyment of this Easement; and the perpetual right of Grantee to keep the Easement Area clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

5. **Easement Use and Restoration of Property.** Grantee agrees to use due care in any use of the Easement Area and in the construction, installation, repair, replacement and maintenance of either Grantee's improvements or the Easement Area as provided for herein so as not to unreasonably disturb Grantor's use of its Property. Grantee agrees to return the Easement Area to the condition which existed prior to the installation of any improvements in the Easement Area

by Grantee, including, but not limited to, the replacement of any sod, landscaping, paving or other improvements that existed within the Easement Area prior to such installation.

At no time shall Grantor place, use or permit any equipment, material or vegetation of any kind that exceeds twenty (20) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the Easement Area. Subject to the foregoing limitations, the surface of the Easement Area 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.

6. This Easement, and the rights and obligations granted and imposed herein, shall run with the Property, including any division or partition of the Property. The rights, covenants and obligations of this Easement shall bind, burden and/or benefit all subsequent purchasers of the Property, the Grantee, and the heirs, successors and assigns of both.

IN WITNESS WHEREOF, We have hereunto set our hands this 5th day of November, 2007.

GRANTOR:
CITY OF KLAMATH FALLS

By: [Signature]
Jeff Ball, City Manager

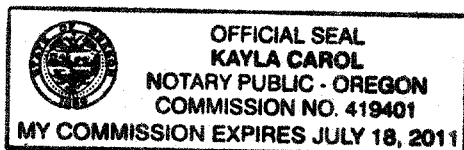
Attest: [Signature]
Shirley Kappas, Deputy City Recorder

GRANTEE:

By: [Signature]
[Name/Title: Stuart Kelly, Director
Construction & Support Services]

STATE OF OREGON)
County of Multnomah) ss.

On November 8, 2007, personally appeared Stuart Kelly, who, being first duly sworn, did acknowledge that he is the Director of Construction & Support that the foregoing instrument was signed on behalf of Pacific that he ~~is~~ is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

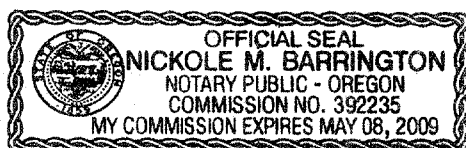


WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 7-18-2011

STATE OF OREGON)
County of Klamath) ss.

On the 5th day of November, 2007, personally appeared Jeff Ball and Shirley Kappas, who, each being first duly sworn, did say that the former is the City Manager and the latter is the Deputy City Recorder of the City of Klamath Falls, an Oregon municipal corporation, and that the instrument was signed on behalf of said municipal corporation; and each of them acknowledged said instrument to be its voluntary act and deed.



WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2009

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

DENNIS A ENSOR O.L.S

JOHN HEATON L.S.I.T.
SEAN METZGER L.S.I.T.

September 17, 2007

Exhibit "A"
FOR PACIFICCORP-RW 20070261
TAX LOT 38-09-30AC-400

A 50.00 FOOT WIDE EASEMENT BEING A PORTION OF LOTS 7, AND 8 OF BLOCK 45 OF BUENA VISTA ADDITION, LOCATED IN NE 1/4 , SECTION 30, T38S, R9EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE SOUTH $81^{\circ}58'05''$ WEST, A DISTANCE OF 59.20 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH $05^{\circ}43'49''$ EAST, A DISTANCE OF 61.77 FEET, TO THE POINT OF TERMINUS.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE SOUTH $77^{\circ}12'15''$ WEST, A DISTANCE OF 25.39 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTH $05^{\circ}43'49''$ EAST, A DISTANCE OF 2.17 FEET TO THE POINT OF TERMINUS.

SIDE LINES ARE SUBJECT TO LENGTHENING AND/OR SHORTENING TO TERMINATE UPON THE PROPER BOUNDARIES.

CONTAINING 3298 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

TOTAL LENGTH 63.94 FEET, TOTAL WIDTH 50.00 FEET.

BASIS OF BEARING FOR THIS DESCRIPTION IS PER RECORD OF SURVEY 5468.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

RENEWAL DATE: 12/31/07

EXHIBIT "B"

TO ACCOMPANY LEGAL DESCRIPTION
FOR PACIFICCORP-RW 20070261
NE 1/4, SEC 30, T38S, R09EWM,
KLAMATH COUNTY, OREGON
TAX LOT 400



SCALE
1" = 50'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

RENEWAL DATE: 12-31-07

HARVARD STREET

NEVADA AVENUE

POLE 22/11
N=210973.16
E=4568488.06

NEW POWER LINE

N 05°43'49" E
2.17
109 SQ. FT. ±
0.00 ACRES ±

COMMENCEMENT POINT
S 77°12'15" W
25.39

VOLUME M81
PAGE 4730

LOT 9, BLK 45

LOT 8, BLK 45

LOT 7, BLK 45

LOT 6, BLK 45

TAX LOT 400

OWNER: CITY OF
KLAMATH FALLS

TAX LOT 300

OWNER: STEPHEN R.
COE AND MICHAEL D.
BLISS

3089 SQ. FT. ±
0.07 ACRES ±

COMMENCEMENT POINT

VOLUME M70
PAGE 1039

CALIFORNIA AVENUE (PLATTED)

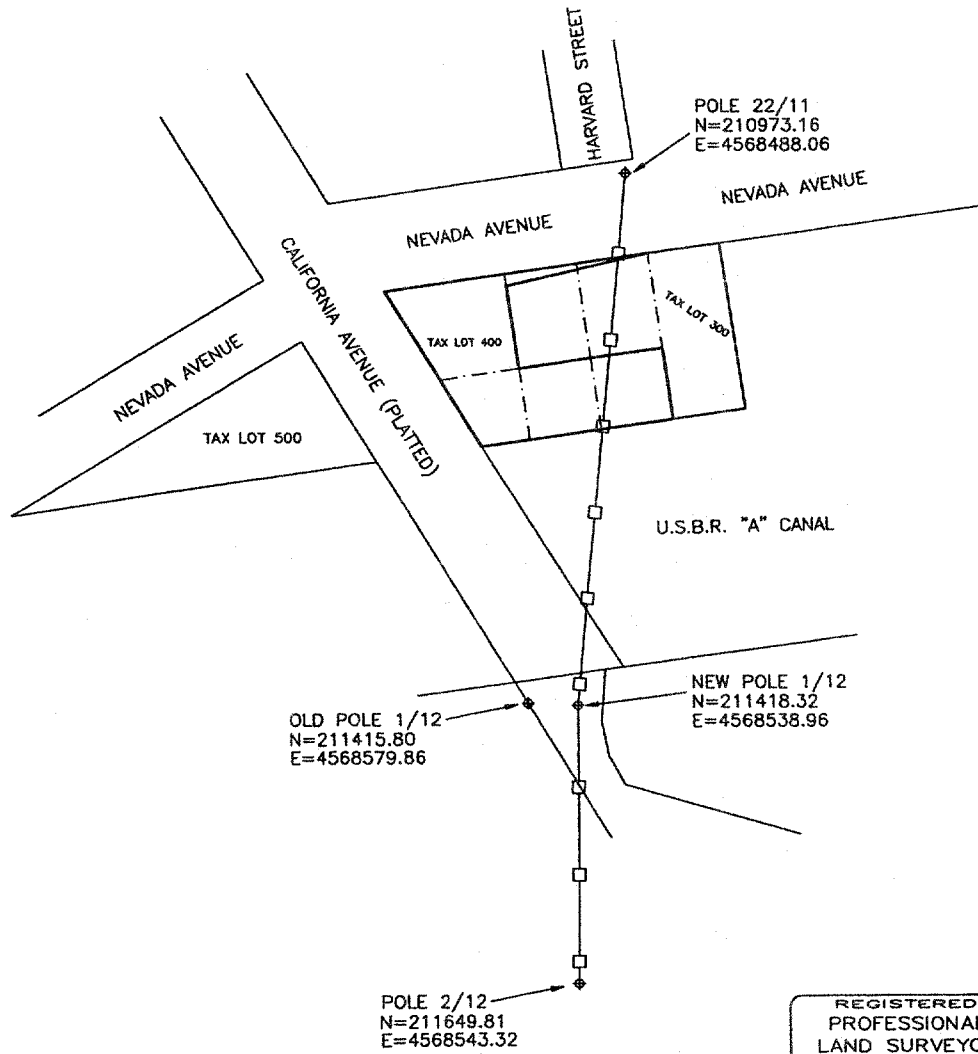
U.S.B.R. "A" CANAL

EXHIBIT "C"

FOR PACIFICCORP-RW 20070261
LOCATED IN THE NE1/4 OF SECTION 30
T39S, R09EWM, KLAMATH COUNTY, OREGON



SCALE
1" = 100'



NOTE: LOWEST WIRE @ CENTER CANAL= 55.5 FEET

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442
RENEWAL DATE: 12-31-07

TRUSURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603

SURVEYED FOR	BOB YOUNG	
SURVEYED BY	S.P.M. & J.M.H.	9/07
MAPPED BY	S.P.M.	9/07
CHECKED BY	D.A.E.	9/07