

AFTER RECORDING RETURN TO:

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

GRANTOR:

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

GRANTEE:

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

2009-000833

Klamath County, Oregon



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01/26/2009 08:43:50 AM

Fee: \$36.00

EASEMENT AGREEMENT FOR ELECTRICAL UTILITY LINES

The City of Klamath Falls, Oregon, a municipal corporation, (Grantor) owns the real property commonly known as the Klamath Falls Airport. This real property is located in Klamath County Oregon in the N1/2 of Section 23, Township 39S, Range 9 East Willamette Meridian. The City's Airport Department is installing a storm water lift station at the northeast portion of its property and needs to install a new electrical utility line as part of that project.

Therefore, 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 underground electric power transmission, distribution and communication lines, and all necessary or desirable appurtenances including, without limitation: conduits, wires, fibers, cables and other necessary or desirable conductors and conduits; and pads, transformers, switches, vaults, cabinets and all necessary and desirable above-ground equipment and appurtenances, none of which shall exceed 10 feet above ground level; in, into, upon, over, across and under a ten (10) foot wide strip of land legally described as follows, and depicted on EXHIBIT A, attached hereto and incorporated herein (the "Easement Area"):

A strip of land 10.00 feet in width situated in the N1/2 of Section 23, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being 5.00 feet on both sides of the following described centerline:

Beginning at a point from which a 5/8-inch iron rod marking the intersection of the north line of Section 23 with the southwesterly right of way line of the Burlington Northern Santa Fe Railroad bears North 37 degrees, 2 minutes, 52 seconds West 792.26 feet, said point being the location of the power transformer; thence north 42 degrees, 30 minutes, 45 seconds East 85.0 feet; thence South 47 degrees, 29 minutes, 15 seconds East 1266 feet, more or less, to an east-west chain link fence. Bearings based on County Survey 4325.

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 situated in the N1/2 of Section 23, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon (the "Property").

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 (including attorneys' fees, costs and expenses) against Grantor, including the successors and assigns of Grantor, that arise from or out of the Grantee's use of the Easement Area or the Property at any time, except to the extent caused by the willful misconduct or negligence of Grantor.

4. **Entry and Use.** This Easement shall include: the right of ingress and egress for Grantee, its contractors and agents, over the Property and the adjoining lands of Grantor 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. Grantor shall not place any permanent structures, or any other obstruction which interferes with the use of the easement, without the prior written approval of the Grantee. 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 on or within the Easement Area. Subject to the foregoing limitations, the surface of the Easement Area may be used for landscaping and other purposes not inconsistent, as determined by Grantee, with the purposes for which this Easement has been granted.

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 use of the Property by Grantor. 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.

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

IN WITNESS WHEREOF, We have hereunto set our hands this 16 day of December, 2008.

GRANTOR:
CITY OF KLAMATH FALLS

By: [Signature]
Jeff Ball, City Manager

Attest: [Signature]
Shirley Kappas, Deputy City Recorder

GRANTEE:
PACIFICORP

By: [Signature]
[Name/Title: MD, Construction Support Svc.]

WO: 5049732
File # R/w20080282

STATE OF OREGON)
) ss.
County of Multnomah

On December 16, 2008, personally appeared Stuart Kelly, who, being first duly sworn, did acknowledge that he/~~she~~ is the ~~owner~~ * managing Director of Construction + Support Services of PacifiCorp, that the foregoing instrument was signed on behalf of PacifiCorp, that he/~~she~~ is authorized to execute this instrument and that this instrument is the voluntary act and deed of that entity.

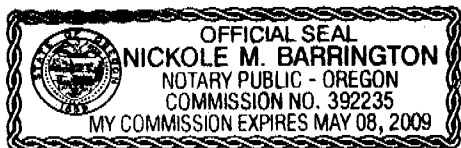


WITNESS my hand and official seal.

Kayla Carol
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 7-18-2011

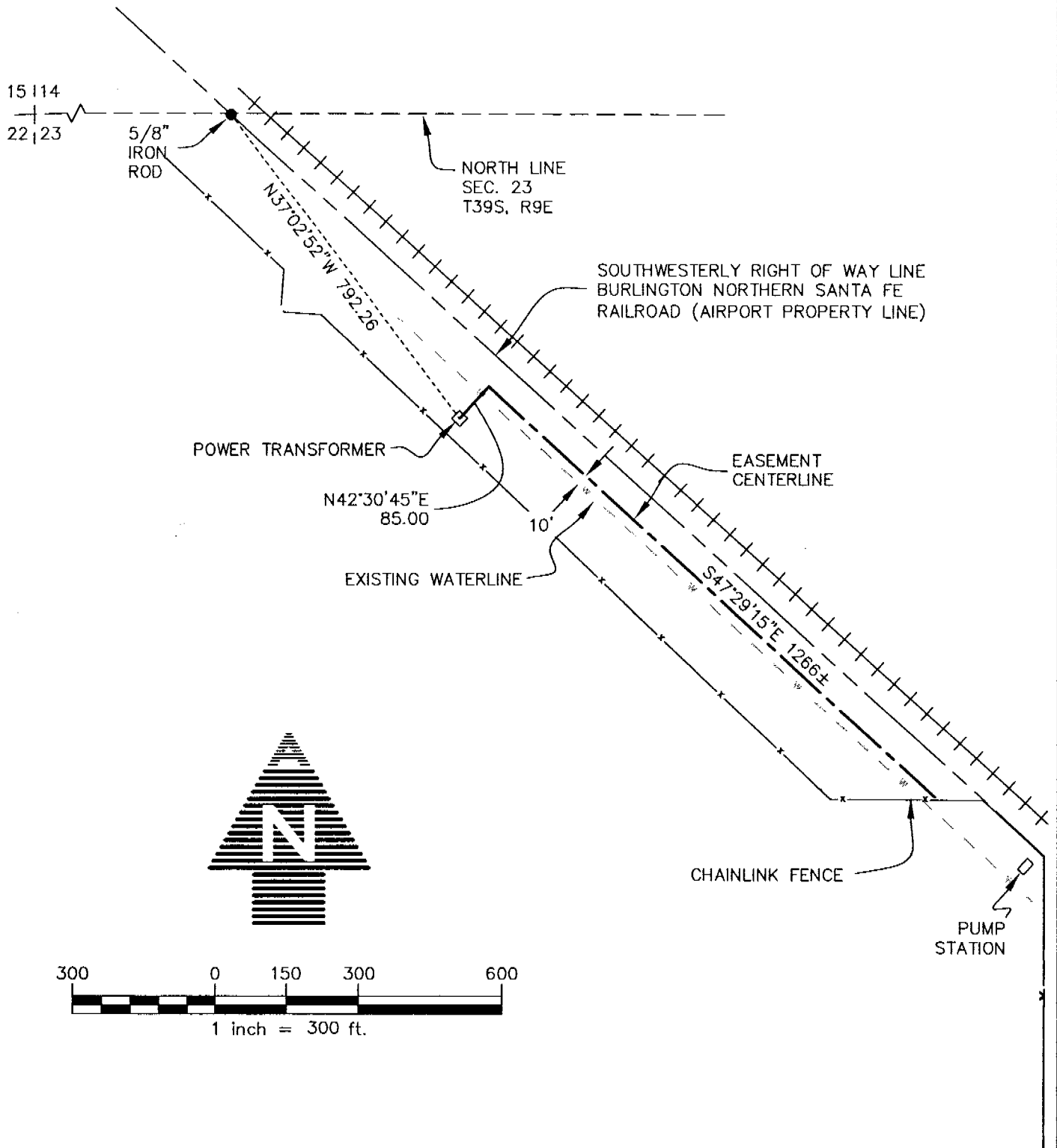
STATE OF OREGON)
) ss.
County of Klamath)

On the 4th day of December, 2008, 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 the voluntary act and deed of the City.



WITNESS my hand and official seal.

Nickole M. Barrington
SIGNATURE OF NOTARY PUBLIC
Notary Public for Oregon
My Commission Expires: 5-8-2009



ADKINS

CONSULTING
ENGINEERS, INC.

Engineers ▲ Planners ▲ Surveyors

2950 Shasta Way · Klamath Falls, Oregon 97603 · (541) 884-4666 · FAX (541) 884-5335
Klamath Falls, OR · Medford, OR · Alturas, CA

NOV. 4, 2008

EASEMENT

1000-114

SKETCH OF
POWER LINE EASEMENT
AT
KINGSLEY FIELD

IN THE N½ OF SEC. 23, T39S, R9E,
KLAMATH COUNTY, OREGON