

2009-010249

Klamath County, Oregon



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07/29/2009 10:45:22 AM

Fee: \$31.00

Return to: **Pacific Power**  
**1950 Mallard Lane**  
**Klamath Falls, Oregon 97601**

CC#: 11176 WO#: 05202800

**RIGHT OF WAY EASEMENT**

For value received, **DRISCOLL STRAWBERRY ASSOCIATES, INC.** ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual easement for a right of way **20** feet in width and **60** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, 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 therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, across or under the surface of the real property of Grantor in **Klamath County, State of Oregon**, more particularly described as follows and/or shown on Exhibit(s) A attached hereto and by this reference made a part hereof:

A portion of:

***NE of NW of Section 9, Township 41S, Range 11E of the Willamette Meridian***

Assessor's Map No. 41-11-09

Parcel No. R-4111-00900-00501-000

Together with the right of ingress and egress, for Grantee, its contractors, or agents, 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.

At no time shall Grantor place, use or permit any equipment, material or vegetation of any kind that exceeds twelve (12) feet in height, 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.

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

Dated this 1<sup>st</sup> day of June, 2009.

[Signature]  
Driscoll Strawberry Associates, Inc. GRANTOR

**REPRESENTATIVE ACKNOWLEDGEMENT**

State of California }  
County of Shasta } SS.

This instrument was acknowledged before me on this 1<sup>st</sup> day of June, 2009.

by Shirley L. Fenner, as Notary Public,  
Name of Representative Title of Representative  
of Driscoll Strawberry Assoc. Inc.  
Name of Entity on behalf of whom the instrument was executed

Shirley L. Fenner  
Notary Public  
My commission expires: 4.25.10

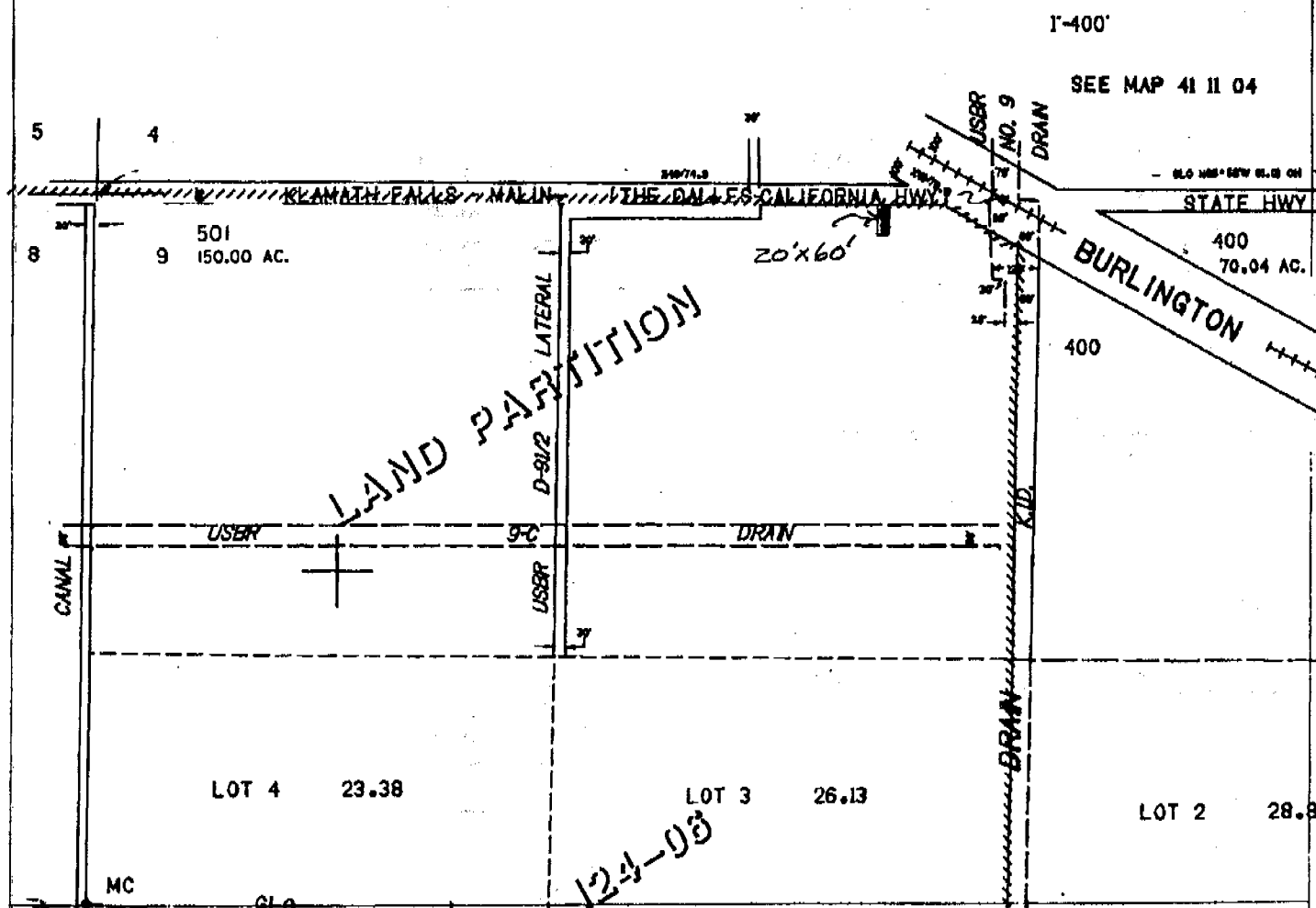


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REVISÉD

3-26-08

SECTION 09 T.41S. R.11E.  
KLAMATH COUNTY



CC#: 11176 WO#: 5202800

Landowner Name: DRISCOLL STRAWBERRY

Drawn by: DM

**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: *NA*