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Return to: Pacific Power **1950 Mallard Lane** Klamath Falls, Oregon 97601 2011-008414 Klamath County, Oregon



07/19/2011 02:37:49 PM

Fee: \$47.00

CC#: 11176 WO#: 05511428

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, *Integrated Building Solutions, LLC* ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns ("Grantee"), a perpetual easement for a right of way 10 feet in width and 260 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's underground electric distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, cabinets, vaults on, across, or under the surface of the real property of Grantor in *Klamath* County, State of *Oregon*, as 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:

NW ¼ Section 22, Township 39S, Range 9E of the Willamette Meridian

Assessor's Map No.: R-3909-002200-01700-000

Parcel No.: 1700

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 therefore) 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 or store any flammable materials (other than agricultural crops) or light any fires, 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 the Grantce, 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 38 day of March , 2011.

CAROI Mick Member Name, Title of Grantor GRANTOR

lard mick Member

Name, Title of Grantor GRANTOR

REPRESENTATIVE ACKNOWLEDGEMENT

State of _ 0/0 gov) SS. County of Klamath

This instrument was acknowledged before me on this $\frac{\partial \mathcal{X}}{\partial \mathcal{X}}$ day of $\frac{\partial \mathcal{A}}{\partial \mathcal{X}}$.20 //

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of <u>Losliking Savier</u> Back Name opentity being represented



Notary Public My commission expires: <u>June 15, 2014</u>

