

Returned to County

2011-011741
Klamath County, Oregon



10/20/2011 02:12:32 PM

Fee: \$47.00

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

CC#: 11176 WO#: 05522536

RIGHT OF WAY EASEMENT

For value received, **Boggs Lake Ranch, LLC** ("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 **665** 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:

NW¼ NW¼ of Section 16, Township 40S Range 14E of the Willamette Meridian and the NE¼ NE¼ of Section 17, Township 40S, Range 14E of the Willamette Meridian

Assessor's Map No. R-4014-01700-00100-000 and R-4014-00000-00500-000
Parcel No. 00100-000 and 00500-000

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 25th day of July, 2011.

Mike Tyholm
Boggs Lake Ranch, LLC GRANTOR

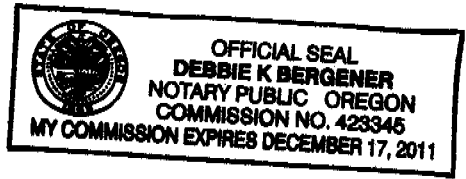
Boggs Lake Ranch, LLC GRANTOR

REPRESENTATIVE ACKNOWLEDGEMENT

State of Oregon }
County of Klamath } SS.

This instrument was acknowledged before me on this 25 day of July, 2011
by Michael Tyholm, as owner,
Name of Representative Title of Representative
of Boggs Lake Ranch LLC.
Name of Entity on behalf of whom this instrument was executed

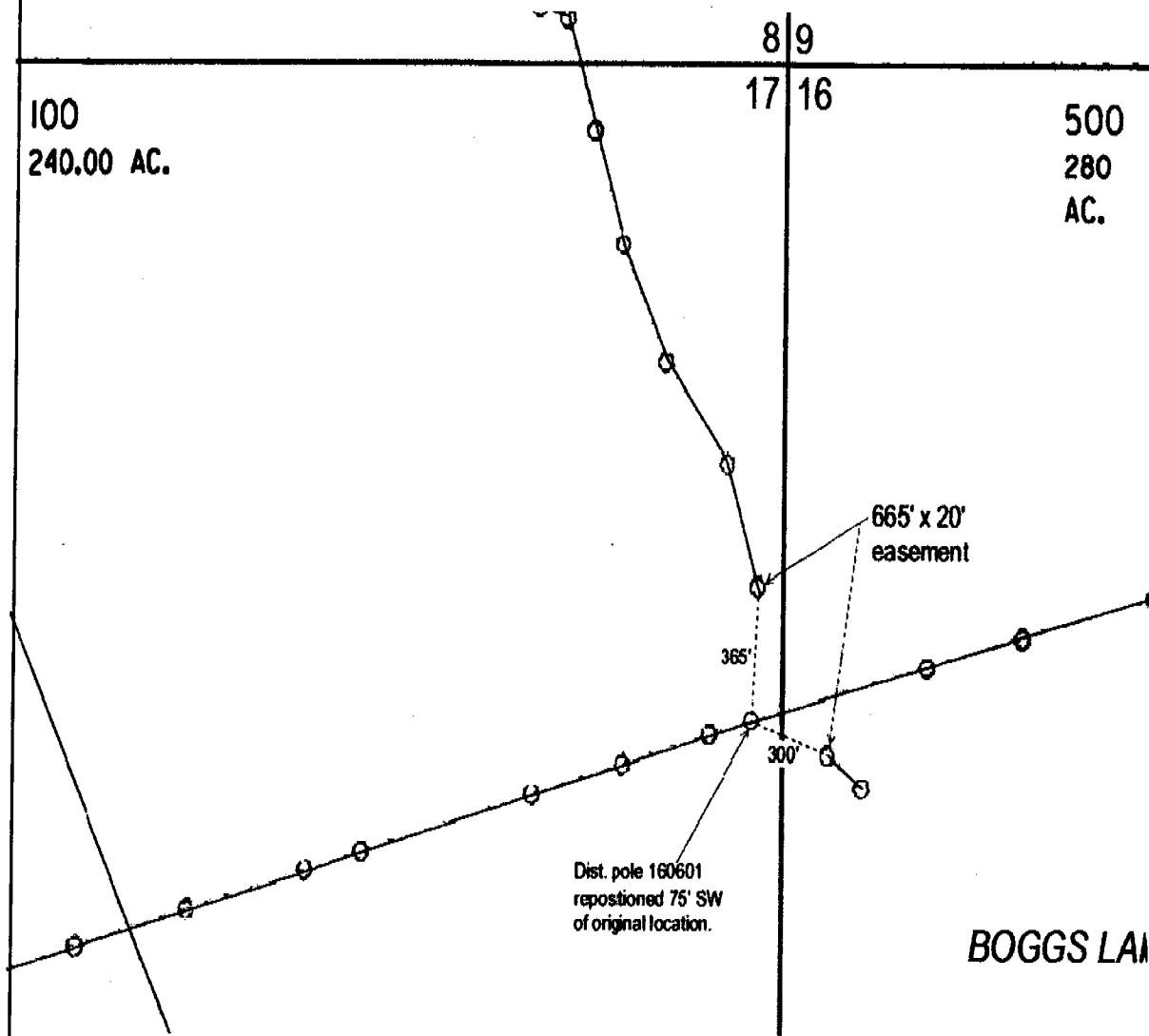
Debbie K Bergener
Notary Public
My commission expires: 12-17-2011



PROPERTY DESCRIPTION

Section: 16 & 17, Township: 40 S, Range: 14 E, WILLAMETE Meridian,
 KLAMATH County, State of OREGON.

Map / Tax Lot or Parcel No.: R-4014-00000-00500-000 & R-4014-01700-00100-000



BOGGS LAKE

CC#:11176 WO#: 5522536

Landowner Name: BOGGS LAKE LLC

Drawn by: KD

This drawing should be used only as a representation of the location of the easement area. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

EXHIBIT A

