

2011-013583

Klamath County, Oregon



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12/08/2011 09:29:25 AM

Fee: \$47.00

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

CC#: 11176 WO#: 5600423

RIGHT OF WAY EASEMENT

PARTNERSHIP

For value received, **KLAMATH HEALTH PARTNERSHIP INC, AND OREGON NON-PROFIT CORPORATION** ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual easement for a right of way **15** feet in width for a length of **90** feet then an additional **25** feet in length with a width of **20** feet, 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 **A** attached hereto and by this reference made a part hereof:

A portion of:

The Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 34, Township 34 South, Range 07 East of the Willamette Meridian. Better described as, the northern side of the southernmost lot line of Lot 4 in Block 1, WEST CHILOQUIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Assessor's Map No. 34s07e34DC

Parcel No. R-3407-034DC-02900-000

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 23 day of NOVEMBER 2011.

KLAMATH HEALTH PARTNERSHIP INC

BY: Signe Porter
Signe Porter

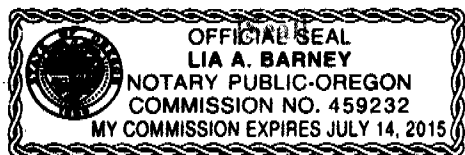
BY: Debra K. Misch

State of Oregon }
County of Klamath } SS.

This instrument was acknowledged before me on this 23rd day of November, 2011.

by SIGNE PORTER, as CFO,
Name of Representative Title of Representative

of Klamath Health Partnership Inc
Name of Entity on behalf of whom this instrument was executed



Lia Barney
Notary Public
My commission expires: 7/14/15

↑
N
|
SW1/4

WAS PREPARED FOR
MENT PURPOSE ONLY

ST

RIVER

AVE.

15' x 90'

20' x 25'

SEE CS 1954

2900

2903

2901

1

2

3

4

5

6

R/W - KLAMATH HEALTH PARTNERSHIP INC



PACIFIC POWER
A DIVISION OF PACIFICORP