

Return to: Pacific Power
1950 Mallard Lane
Klamath Falls, Oregon 97603

2012-011663
Klamath County, Oregon



10/19/2012 01:31:37 PM

Fee: \$62.00

CC#: 11176 WO#: 5663782

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, *Columbia Community Bank, an Oregon corporation* ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns ("Grantee"), non-exclusive easement for a right of way **10** feet in width and **185** 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** and **B** attached hereto and by this reference made a part hereof:

A portion of:

The Northeast Quarter (NE 1/4) of Section 36, Township 38 South, Range 08 East of the Willamette Meridian in Klamath County, Oregon

Assessor's Map No.: **38s08e36**

Parcel No.: **Tax Lot 400**

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 reasonably 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 with the purposes for which this easement has been granted.

Insurance. At all times during the term of this Easement, Grantee shall carry and maintain in full force and effect, one or more insurance policies, insuring the

parties hereto against all liability for loss or damage for injury to person or property with minimum limits of \$2 million combined single limit, for both personal injury and death and for property damage, for any use of this easement by Grantee and its employees, agents, tenants, contractors, subcontractors, and invitees. The limits set forth herein may be increased from time to time, in Grantor's reasonable determination. Such policy(ies) shall include operations, contractual, completed operations, owned and non-owned automobiles, trucks and other construction equipment. Grantee shall furnish Grantor, prior to using this Easement or entering onto Grantor's property, with evidence of insurance confirming such coverage, naming Grantor as an additional insured and providing for at least thirty (30) days prior written notice of cancellation to Grantor.

Indemnification and Liens. Grantee shall indemnify, protect, and hold harmless Grantor and its directors, officers, employees and agents (hereinafter collectively "Grantor Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by the Grantor Indemnified Parties resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Grantee, its employees, agents, representatives or contractors related to Grantee's use hereunder, except to the extent that such claim, demand, loss, cause of action, or costs arises from the gross negligence or willful misconduct of the Grantor Indemnified Parties.

Covenant of No Hazardous Waste. Grantee shall not dispose of or otherwise allow the release of any hazardous waste or materials in, on or under Grantor's property. The term "hazardous waste or materials" shall mean and include all hazardous or dangerous materials, substances or wastes as defined in applicable federal, state and local laws and regulations. Grantee shall be responsible for all costs and expenses relating to the cleanup of hazardous waste or materials on Grantor's property, for any contamination arising out of Grantee's use of this Easement or any other act or omission of Grantee.

Relocation Right. Grantor shall have and does hereby reserve the right, exercisable in its discretion, to relocate the Easement Area to an alternative location on Grantor's property, at no cost to Grantee, including relocating any service road or utilities which may have been constructed or installed by Grantee prior to any such relocation. The Easement area may be relocated, in whole or in part, to lie within any access ways that may be developed on Grantor's property, so long as Grantee is provided with reasonable access to Grantee's property. Upon completion of any such relocation, this Easement shall be amended of record to confirm the relocated Easement area.

Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of two (2) successive years, in which event this Easement shall terminate and all rights hereunder shall revert to Grantor.

Jury Waiver. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Attorneys' Fees. If either party brings suit to enforce or declare the meaning of this Easement, then the prevailing party in such suit, and in addition to any other relief, shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and costs, including any on appeal.

Miscellaneous. This Easement shall be governed by and construed in accordance with the laws of the State of Oregon. No modification or amendment to this Easement shall be effective unless signed by the Grantee and the then owner of Grantor's property. The captions set forth in this Easement are included for convenience of reference only and shall not in any manner limit or affect the meaning or interpretation of any terms or provisions of these easements.

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 9th day of August, 2012.

Columbia Community Bank
an Oregon corporation

By: [Signature]

Fred S. Johnson **GRANTOR**

REPRESENTATIVE ACKNOWLEDGEMENT

State of OREGON)
County of WASHINGTON) SS.

This instrument was acknowledged before me on this 9th day of August, 2012,
by *Fred S. Johnson*, as *Chief Credit Officer* of *Columbia Community Bank*,

[SEAL]

[Signature]
Notary Public
My commission expires: 3-23-16

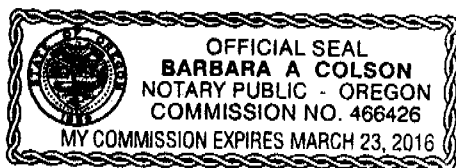


EXHIBIT "A"

PROPOSED UTILITY EASEMENT

A proposed 10 foot wide utility easement, the centerline of which is described as follows:

Commencing at southernmost corner of the AT&T Lease Area; thence South $57^{\circ}26'00''$ West, 5.00 feet, to the true point of the beginning of the centerline to be described; thence North $32^{\circ}34'00''$ West, 75.00 feet; thence North $39^{\circ}58'00''$ West, 55.00 feet to Point A: Commencing at the above named Point A; thence North $82^{\circ}12'00''$ West, 54.4 feet to existing the Utility pole #C6118.

EXHIBIT "B" **DEPICTION OF EASEMENT ROUTE**

