

Returned to County

ERL R/W - 5682498

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

2013-000802
Klamath County, Oregon



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01/22/2013 02:41:19 PM

Fee: \$47.00

CC#: 11176 WO#: 5682498

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **HARRY M. ERL and JANET S. ERL as tenants by the entirety**, ("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 **10** 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:

Lot 38 in Block 1 of Mountain Lake Homesites, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

Assessor's Map No.: **36s06e16D**

Parcel No.: **Lot 38 Tax lot 3400**

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 Grantee, with the purposes for which this easement has been granted.

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.

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 16 day of November, 2012.

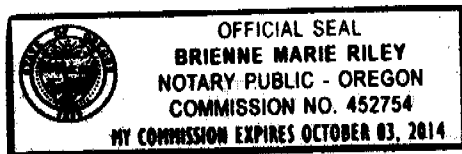
Harry M. Erl
Harry M. Erl GRANTOR

Janet S. Erl
Janet S. Erl GRANTOR

INDIVIDUAL ACKNOWLEDGEMENT

State of Oregon)
County of Klamath) SS.

This instrument was acknowledged before me on this 16 day of November, 2012,
by Harry Erl and Janet Erl
Name(s) of individual(s) signing document

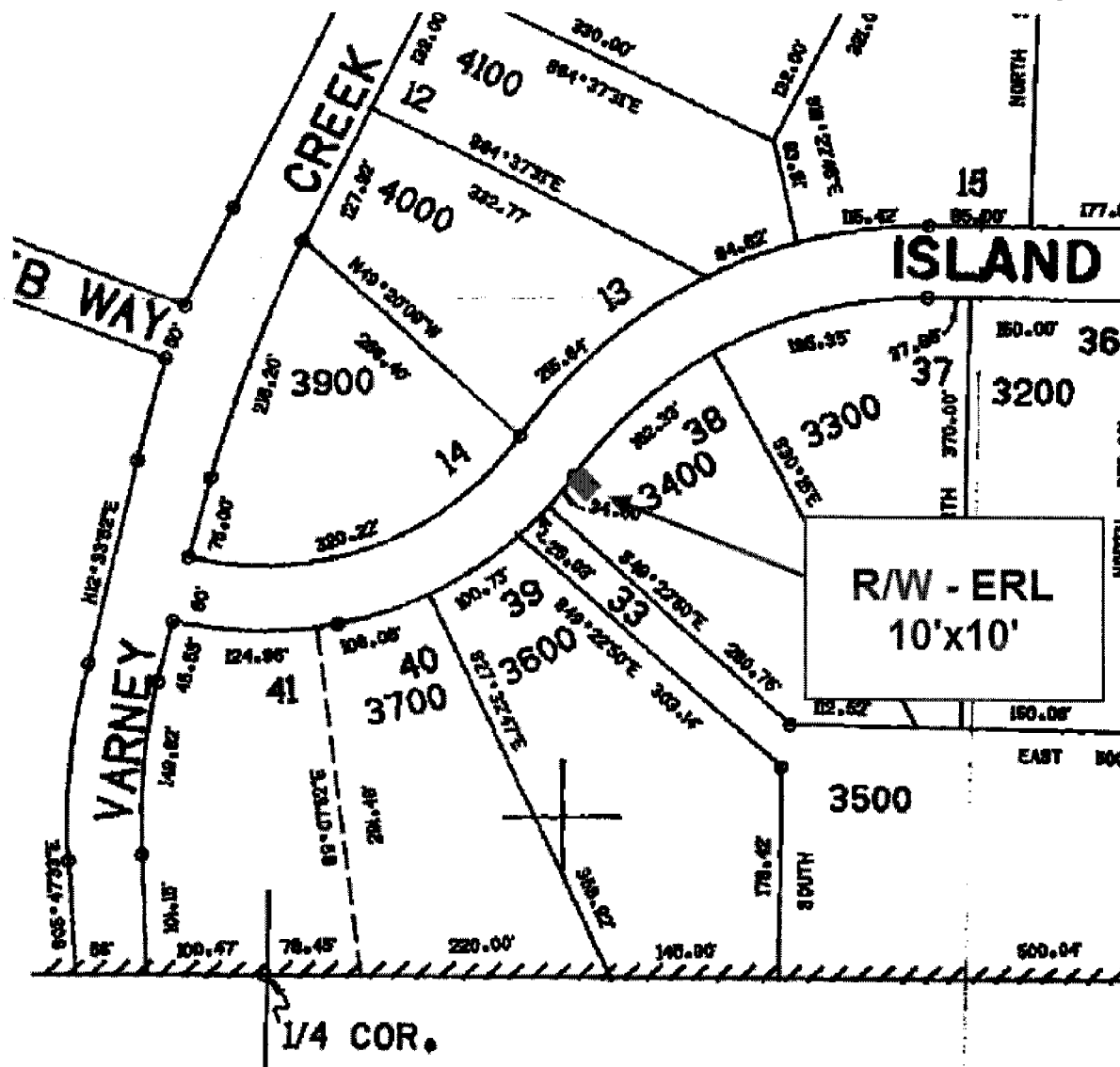


Brienne Riley
Notary Public
My commission expires: 10/03/14

PROPERTY DESCRIPTION

Section: 16D, Township: 36S, Range: 06E, Willamette Meridian,
Klamath County, State of Oregon.

Map / Tax Lot or Parcel No.: R-3606-016D0-03400-000



CC#: 11176 WO#: 5682498

Landowner Name: ERL

Drawn by: JMM

EXHIBIT A

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.

PACIFIC POWER
A DIVISION OF PACIFICORP