

2013-004017

Klamath County, Oregon



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04/16/2013 01:17:09 PM

Fee: \$52.00

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

CC#: 11176 WO#: 5699612

**RIGHT OF WAY EASEMENT**

For value received, **Driscoll Strawberry Associates, Inc** ("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 **50** 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 **OR**, 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:

***SW 1/4 Quadrant, Section 10, Township 41S, Range 11E of the Willamette Meridian***

Assessor's Map No. R-4111-01000-013000-000

Parcel No. 013000

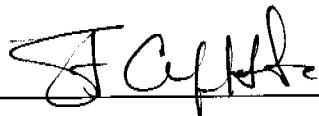
Together with the right of ingress and egress, for Grantee, its contractors, or agents, to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future 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.

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 30<sup>th</sup> day of October, 2012.



Steve Allen Griffiths, V.P.

GRANTOR

GRANTOR

**REPRESENTATIVE ACKNOWLEDGEMENT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,

by See Attached, as \_\_\_\_\_,  
Name of Representative Title of Representative

of \_\_\_\_\_  
Name of Entity on behalf of whom this instrument was executed

[Seal]

See Attached Document  
Notary Public

My commission expires: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

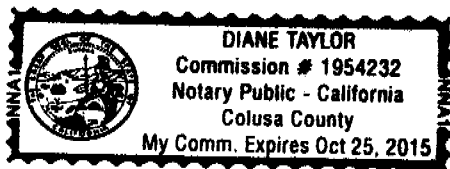
State of California

County of Shasta

On 30 Oct 2012 before me, Diane Taylor, Notary Public

personally appeared Steven Allen Griffiths

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Diane Taylor

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Right of Way Easement

Document Date: 30 October 2012 Number of Pages: 3

Signer(s) Other Than Named Above: N/A

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven Allen Griffiths

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☒ Other: Grantor

Signer Is Representing: Self

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

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