

2013-004018

Klamath County, Oregon



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04/16/2013 01:17:18 PM

Fee: \$52.00

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

CC#: 11176 WO#: 5718043

RIGHT OF WAY EASEMENT

For value received, *Audric Enterprises, Inc, a California corporation, and Pacific-Ag. Suppliers, Inc., a California Corporation, each an to an undivided one-half interest* ("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 **902** 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, B** attached hereto and by this reference made a part hereof:

A portion of:

SE 1/4 Quadrant, Section 17, Township 41S, Range 11E of the W.M. Meridian

Assessor's Map No. R-4111-01700-00201-000

Parcel No. 00201

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 16 day of JANUARY, 20 13.

Audric Enterprises, Inc, a California corporation

By: [Signature]

Its: _____
Grantor

Pacific-Ag. Suppliers, Inc., a California corporation

By: [Signature]

Its: _____
Grantor

INDIVIDUAL OR REPRESENTATIVE ACKNOWLEDGEMENT

State of California)
County of Santa Cruz) ss.

On Jan 16, 2013 before me, Tiffany Chang, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE", NOTARY PUBLIC"

personally appeared ERIC T. Miyasaka
NAME(S) OF SIGNER(S)

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 this 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 [Signature]
SIGNATURE OF NOTARY



(Seal)

CC# 11176 WO# 5718043
Grantor: Audric Enterprises, Inc, a California corporation, and Pacific-Ag. Suppliers, Inc., a California Corporation, each an to an undivided one-half interest.

EXHIBIT B

PROPERTY DESCRIPTION

IN THE VICINITY OF:

- A. Section corner, common to Sections 17 & 18, T41S R11E, W.M. and Sections 17 & 18 T48N R4E, M.D.M. Brass cap, 19" below top of pavement in monument case.
- B. Southerly anchor point of power line on North side of State Line Highway.
- C. Northerly anchor point of power line on North side of State Line Highway
- D. Section corner common to Sections 7, 8, 17, 18 T41S R11E, W.M. Klamath County Surveyor Monument, 2 1/4" x 30" aluminum pipe with a 3/4" aluminum cap.

A - B bearing and distance = N89° 43' 16" E, 2551.16'

B - C bearing and distance = N03° 33' 46" E, 902.46'

C - D bearing and distance = N40° 25' 45" W, 4004.61'

Bearings based on C.S. 4813. A - D bearing and distance = N00° 08' 51" E, 3961.49'

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