

2013-007572

Klamath County, Oregon



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07/02/2013 02:18:35 PM

Fee: \$52.00

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

CC#: 11176 WO#: 5776865

**RIGHT OF WAY EASEMENT**

For value received, **SEVENMILE CREEK RANCH LLC, an Oregon limited liability company** ("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 **4,700** 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 **OREGON**, 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:

***The West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section 33 South, Township 33 South, Range 07 1/2 East of the Willamette Meridian and the South Half (S 1/2) of Section 25, Township 33 South, Range 06 East of the Willamette Meridian.***

Assessor's Map No. T.33S. R.06E. & T.33S. R.07 1/2E.

Parcel No. R-3307-V0000-05900-000 & R-3306-00000-00400-000

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, 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 other purposes not inconsistent, as defined 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 30<sup>th</sup> day of May, 2013.

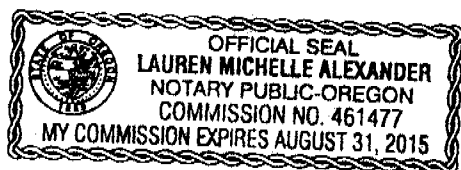
SEVENMILE CREEK RANCH LLC  
an Oregon Limited Liability Company

BY: [Signature]  
SEVENMILE CREEK RANCH LLC, GRANTOR  
John Von Schlegell, mgr.

**REPRESENTATIVE ACKNOWLEDGEMENT**

State of OREGON }  
County of MULTNOMAH } SS.

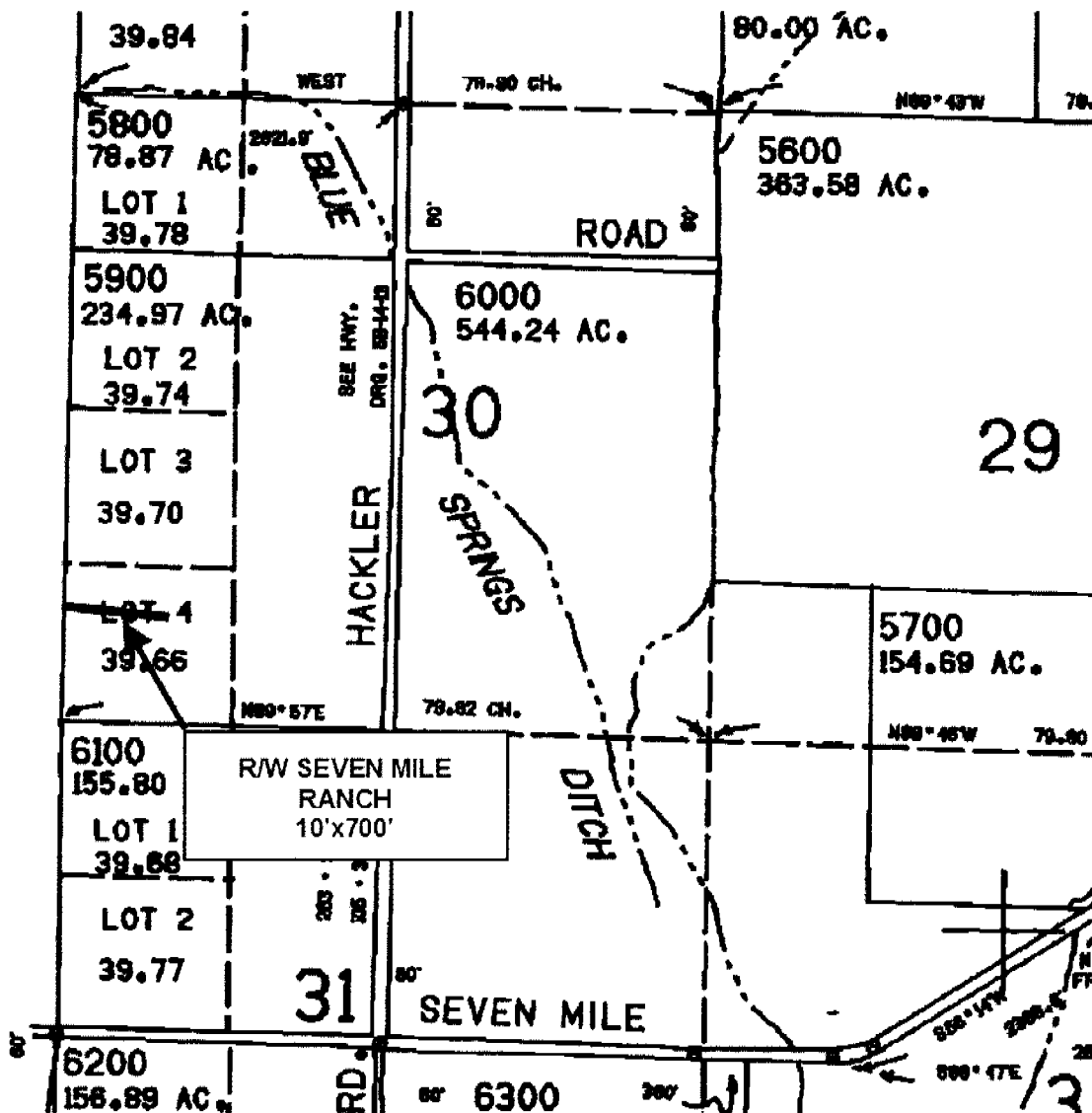
This instrument was acknowledged before me on this 30<sup>th</sup> day of May, 2013,  
by John E. Von Schlegell, as Grantor,  
Name of Representative Title of Representative  
of Sevenmile Creek Ranch LLC,  
Name of Entity on behalf of whom this instrument was executed



[Signature]  
Notary Public  
My commission expires: AUGUST 31, 2015

↑  
N  
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Map / Tax Lot or Parcel No.: R-3307-V0000-05900-000



# EXHIBIT A

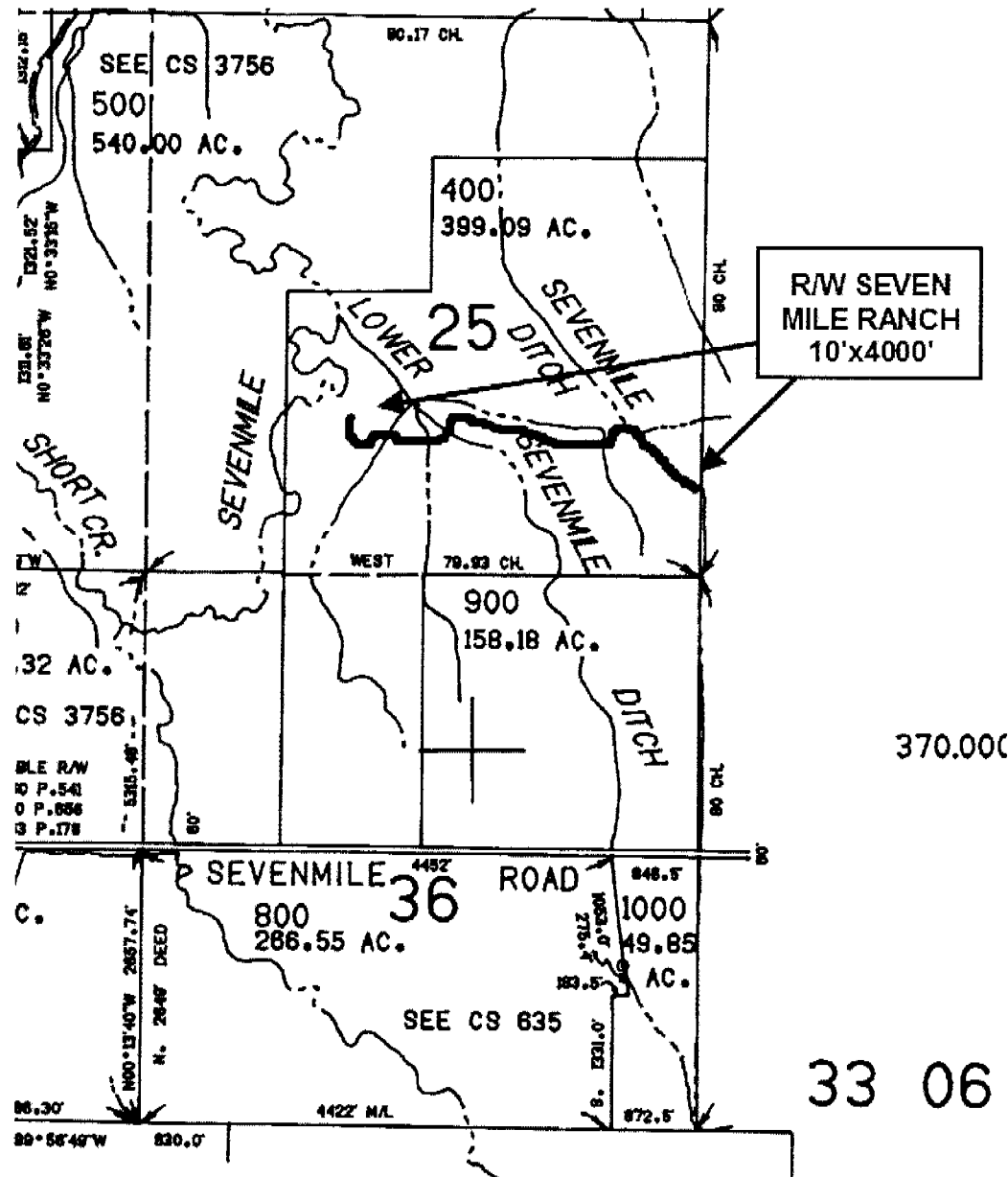
This drawing should be used only as a representation of the location of the easement area. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.



**PACIFIC POWER**  
A DIVISION OF PACIFICORP

↑  
N  
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Map / Tax Lot or Parcel No.: R-3306-00000-00400-000



# EXHIBIT B


**PACIFIC POWER**  
 A DIVISION OF PACIFICORP