

2013-007573

Klamath County, Oregon



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07/02/2013 02:19:25 PM

Fee: \$47.00

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

CC#: 11176 WO#: 5745782

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Double J Farms LLC** ("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 **460** 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 **OR**, 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:

NE 1/4 of the SE 1/4 Section 12, Township 40S, Range 11E of the Willamette Meridian

Assessor's Map No.: **R-4011-00000-2700-000**

Parcel No.: **2700**

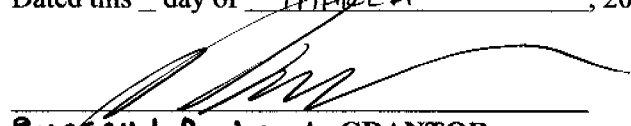
Together with the right of ingress and egress for Grantee, its contractors, or agents, to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future 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 12th day of MARCH, 2013.


RUSSELL L. COCHRAN, GRANTOR
managing member

GRANTOR

REPRESENTATIVE ACKNOWLEDGEMENT

State of CALIFORNIA)
County of VENTURA) ss.

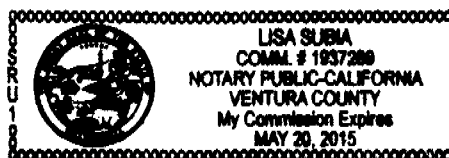
On 3/12/13 before me, LISA SUBIA, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE", "NOTARY PUBLIC"
personally appeared RUSSELL L. COCHRAN
NAME(S) OF SIGNER(S)

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.

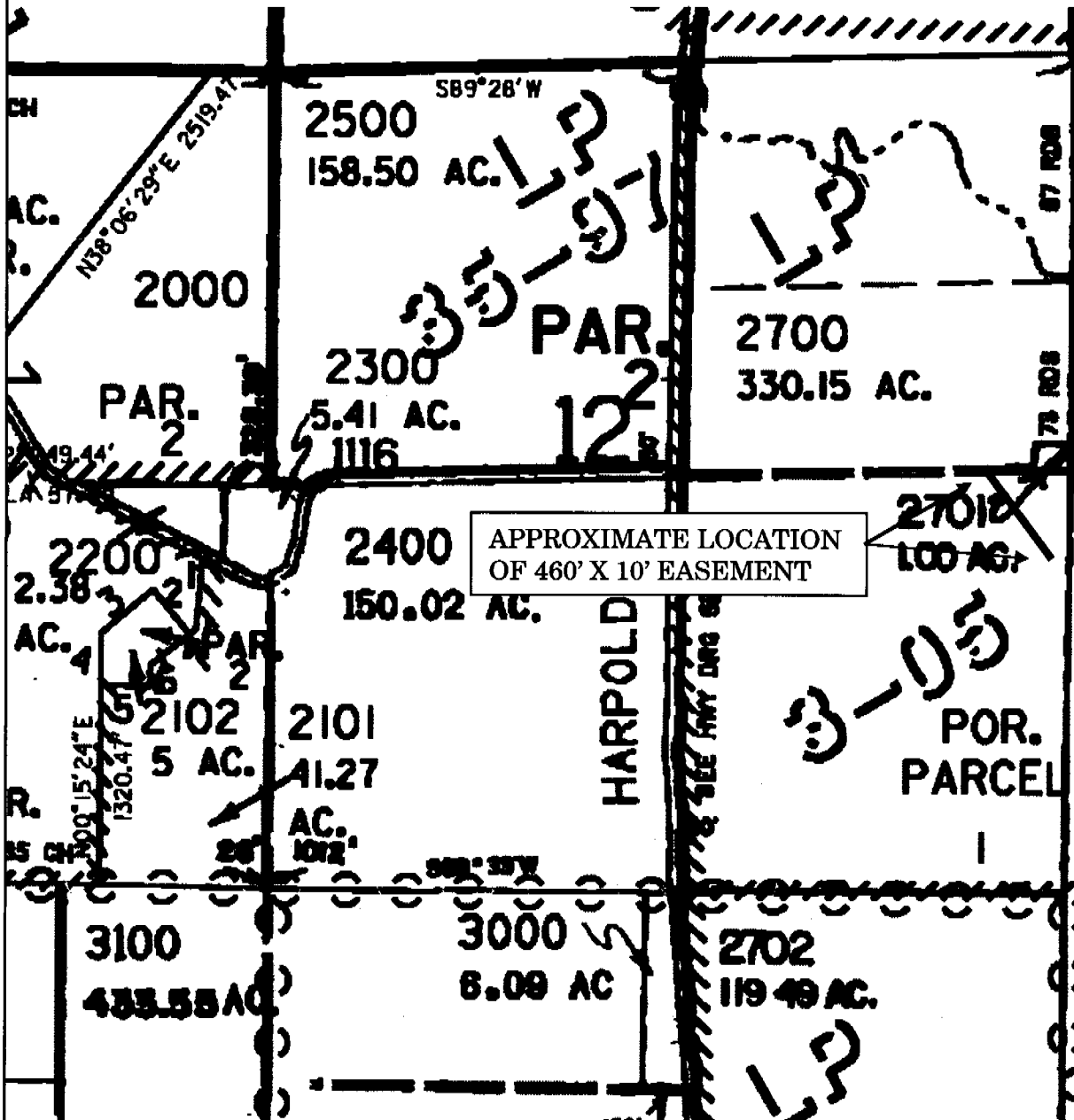
Signature 
SIGNATURE OF NOTARY



PROPERTY DESCRIPTION

Section: 12, Township: 40 S, Range: 11 E, WILLAMATE Meridian,
KLAMATH County, State of OR.

Map / Tax Lot or Parcel No.: R-4011-00000-02700-000



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Landowner Name: DOUBLE J FARMS

Drawn by: KD

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