

Returned • County

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

2013-007798
Klamath County, Oregon



07/10/2013 01:13:28 PM

Fee: \$47.00

CC#: 11176 WO#: 5773201

RIGHT OF WAY EASEMENT

For value received, **Kyle and Catherine Lyman, husband and wife** ("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 **300** 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** attached hereto and by this reference made a part hereof:

A portion of:

Section 16, Township 41S, Range 11E of the Willamette Meridian

Assessor's Map No. R-4111-01600-00900-000

Parcel No. 900

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 17 day of June, 2013.

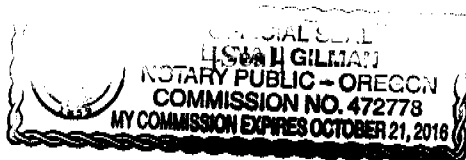
Kyle J. Lyman
Kyle Lyman GRANTOR

Catherine Lyman
Catherine Lyman GRANTOR

INDIVIDUAL ACKNOWLEDGEMENT

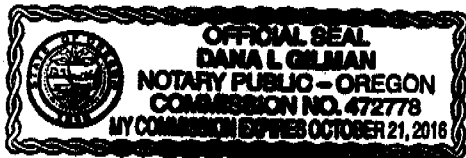
State of Oregon
County of Klamath } SS.

This instrument was acknowledged before me on this 17 day of June, 2013,
by Kyle J. Lyman & Catherine Lyman
Name(s) of individual(s) signing document



Dana L. Gilman
Notary Public

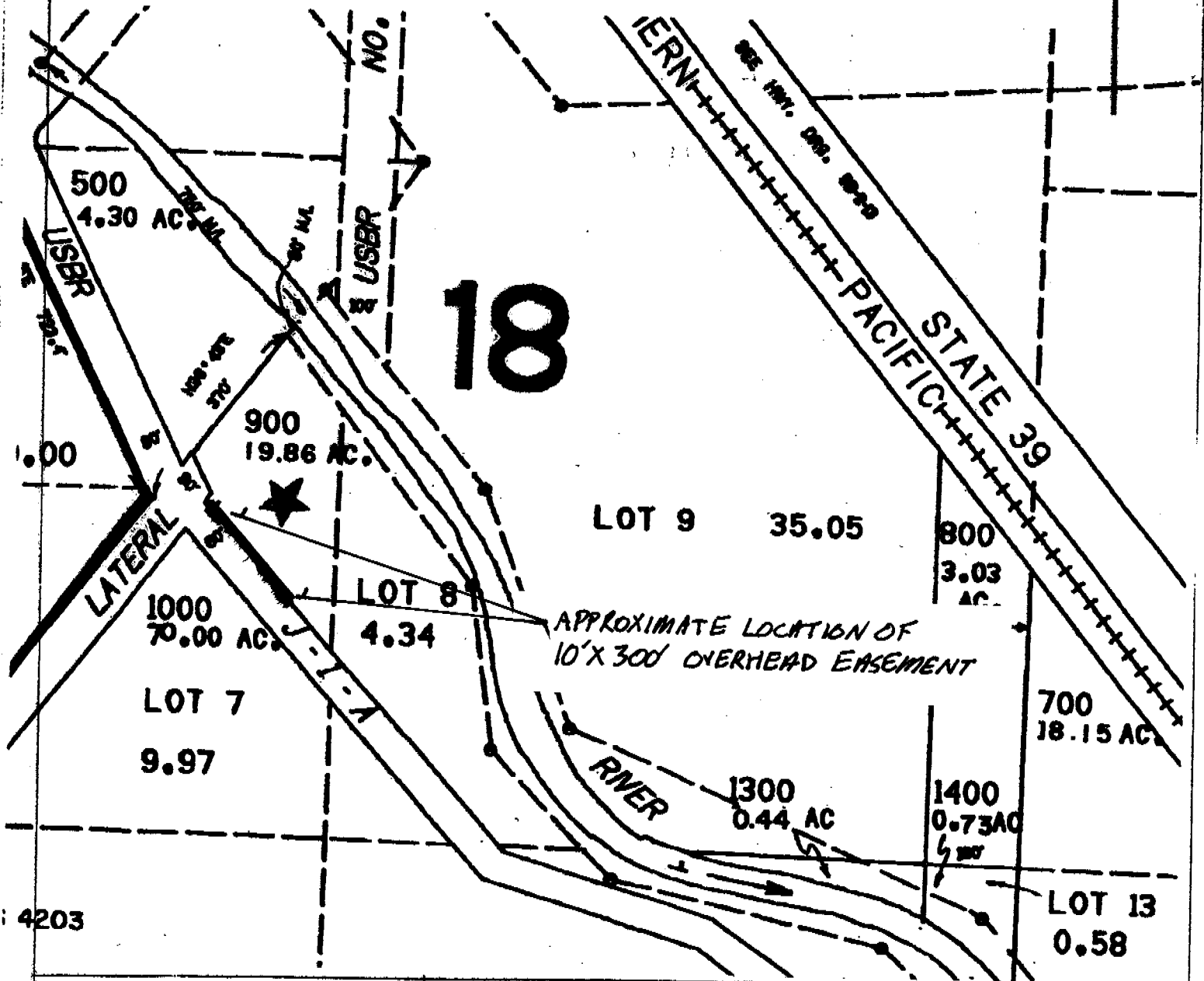
My commission expires: October 21, 2016



Section: 16 Township: 41 (N or S) Range: 11 (E or W) Willamette Meridian
County: Klamath State: OR
Parcel Number: R-4111-01600-00900-000



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CC#: 11176 WOF: 5773201
Landowner Name: Lyman Kyle + Catherine
Drawn by: DP

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

EXHIBIT A

PacifiCorp

SCALE: NTS