

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

2014-005058

Klamath County, Oregon



00153149201400050580030030

05/12/2014 01:17:37 PM

Fee: \$62.00

CC#: 11176 WO#: 05790287

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, *William Irving Dobbs and Rosemarie T. Dobbs, as tenants by the entirety* ("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 1,570 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 Oregon*, as 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:

*NE ¼ NE ¼ SEC. 6 T. 35S 4. 7E. AND NW ¼ NW ¼ SEC 5 T. 35S R7E. W.M.*

Assessor's Map No.: *R-3507-00500-00500-000 and 006AO-00200* Parcel No.: *00200 & 00500*

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 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 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 12 day of May, 2014.

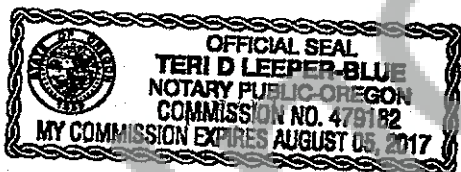
William Irving Dobbs  
William Irving Dobbs, GRANTOR

Rosemarie T. Dobbs  
Rosemarie T. Dobbs, GRANTOR

INDIVIDUAL ACKNOWLEDGEMENT

State of OREGON )  
County of Klamath ) SS.

This instrument was acknowledged before me on this 12 day of May, 2014,  
by William Irving Dobbs and Rosemarie T. Dobbs.  
Name(s) of individual(s) signing document



Teri D. Leeper-Blue  
Notary Public  
My commission expires: Aug 5, 2017

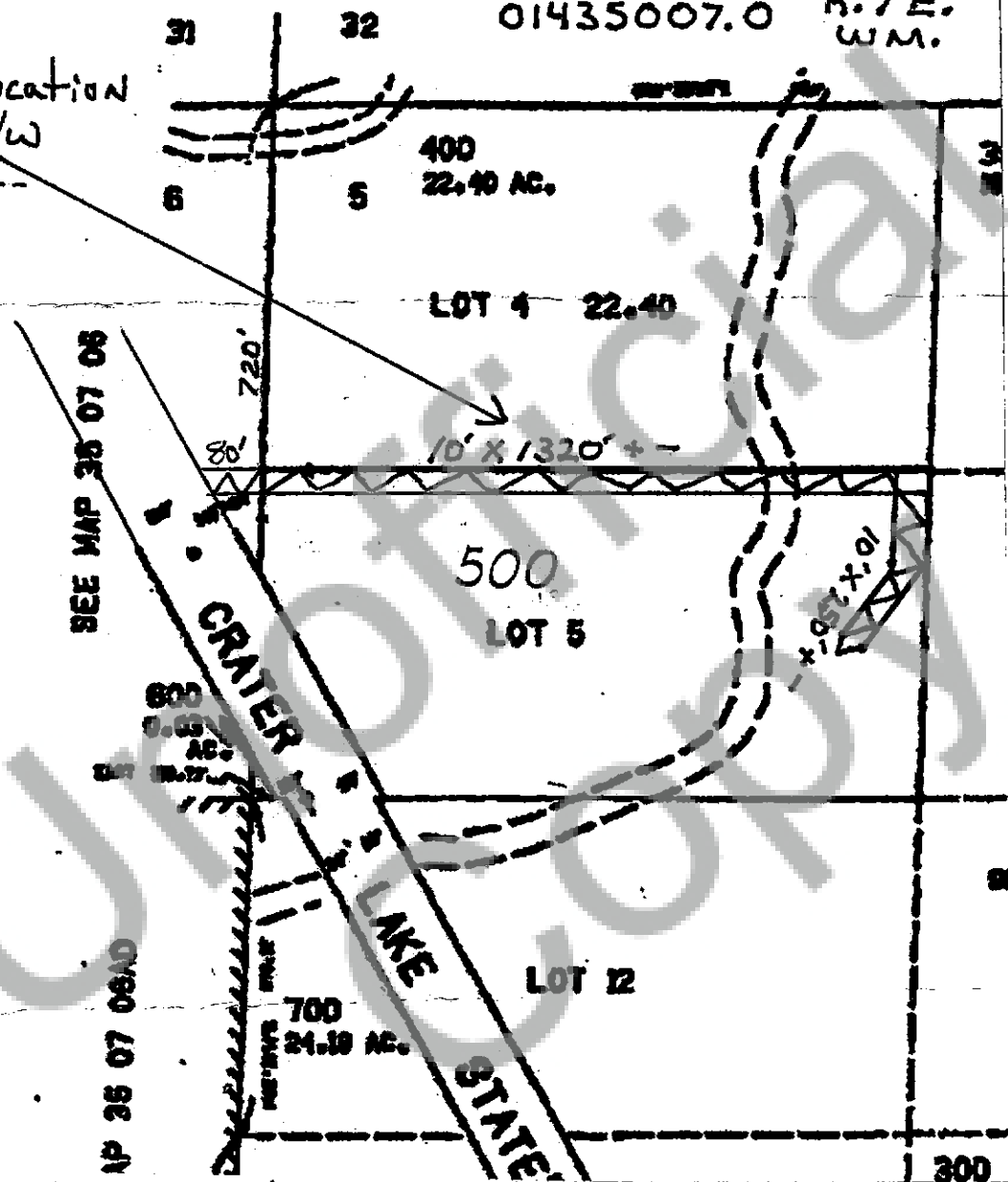
# Property Description

Section: 5+6 Township: 35 (N or S), Range: 7 (E or W) Willamette Meridian  
 County: Klamath State: OR  
 Parcel Number: 00500  
00200



NW 1/4 NW 1/4 Sec. 5 T.35 S.  
 01435007.0 R. 7 E.  
 W.M.

approx. Location  
 Dobbs R/W  
 10' x 1650' +-  
 SEE MAP 35 07 06



CC#: 11176 WO#: 005790287  
 Landowner Name: William I. Dobbs  
 Drawn by: P63210 B. Alden

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