

2014-007282

Klamath County, Oregon



00155905201400072820060063

07/11/2014 09:09:36 AM

Fee: \$67.00

WHEN RECORDED RETURN TO:

Pacific Power

Attn: Property Management

825 NE Multnomah Street, Suite 1700

Portland, OR 97232

DOCUMENT TITLE: Easement

GRANTOR: JWTR Oregon, LLC

GRANTEE: Pacific Power

LEGAL DESCRIPTION:

JWTR Oregon LLC (Grantor) property: The SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, Township 39 South, Range 7 East, W.M.

Pacific Power (Grantee) property: N $\frac{1}{2}$ SW $\frac{1}{4}$ and Lots 1, 2, and 3, Section 28, Township 39 South, Range 7 East, WM.

CONSIDERATION: \$0 (mutual agreements set forth in easement)

After Recording Return To:
Pacific Power & Light Company
825 NE Multnomah Street, Suite 1700
Portland, OR 97232

EASEMENT

This Access Easement, dated June 20, 2014 ("Agreement"), is by and between **JWTR Oregon, LLC** ("Grantor"), and **Pacific Power and Light Company** ("Grantee").

A. Grantor is the owner of that certain real property located in Klamath County, Oregon, described on **Exhibit A** attached hereto ("Grantor's Property").

B. Grantee is the owner of that certain real property located in Klamath County, Oregon, described on **Exhibit B** attached hereto ("Grantee's Property").

NOW THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee a perpetual, non-exclusive easement (the "Easement") for ingress and egress, upon, over and along a right of way twelve (12) feet in width over and across a portion of the Grantor's Property described and depicted in **Exhibit C** attached hereto (the "Easement Area") to provide legal access to and from Grantee's Property to Highway 66 over the Easement Area. Grantor has made no representation as to the present or future condition of its property, or the character of the traffic on its roads, and Grantee assumes all risk of damage to property of and injury to Grantee in connection with the exercise of rights granted hereunder.

2. It is understood and agreed upon between Grantor and Grantee that the Easement Area shall remain as a private right of way unless otherwise determined by Grantor, in its sole discretion. The use of the Easement Area by Grantee shall be for ordinary vehicular traffic, and Grantee shall repair and maintain any damage caused by Grantee's use of the Easement Area. Neither party shall gate, block or otherwise obstruct, prohibit or impede use of the Easement Area; provided that Grantor shall have the right to gate the Easement Area, and shall provide Grantee with a key or other means to access through any gate.

3. Grantor reserves for itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, the Easement. Grantor's use of said road shall not in any way be restricted by the rights granted to Grantee hereunder. Grantor shall have no obligation to maintain the Easement Area to any particular standards and Grantee shall indemnify and hold harmless Grantor against all claims or liabilities asserted by third persons resulting directly or indirectly from Grantee's acts or omissions hereunder whether negligent or otherwise.

4. The terms and conditions hereof shall apply to and be binding on the Grantor, and Grantor's successors, and assigns, and Grantee, its heirs, successors, and assigns. This Easement shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the Grantor's Property and the Grantee's Property, and shall only be terminated upon mutual agreement of all owners of Grantee's Property and Grantor's Property. Failure of any party to exercise any of its rights hereunder shall not constitute a waiver thereof. This Easement is subject to and is governed by the laws of the State of Oregon.

EASEMENT

Page 1 of 5

IN WITNESS WHEREOF, the parties have executed this Access Easement on the date set forth above.

JWTR, LLC

By: [Signature]

Title: GM [Signature]

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

This instrument was acknowledged before me on this 20th day of June, 2018,
by Robert A. Broadhead, Operations Manager of JWTR, LLC, an Oregon limited liability
company, on its behalf.



Catherine Marie Chapel
Notary Public for Oregon
My commission expires: 6/10/16

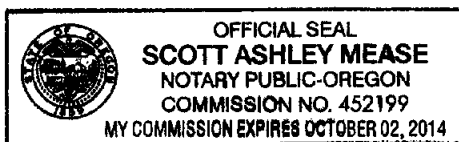
glen
~~PACIFIC POWER & LIGHT COMPANY~~

By: Jana Mejdzel

Title: 6-16-14

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on this 16th day of JUNE, 2013,
by JANA MEJDEL of PacifiCorp, on its behalf.



[Signature]
Notary Public for Oregon
My commission expires: 2 OCTOBER MMXIV

EXHIBIT A
GRANTOR'S PROPERTY

JWTR Property (Tax Lot 1700)

The SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, Township 39 South, Range 7 East, W.M.

EXHIBIT B

GRANTEE'S PROPERTY

Pacific Power & Light Property (Tax Lot 1600)

N½SW¼, Lots 1, 2 and 3, Section ~~24~~₈, Township 39 South, Range 7 East, W.M.

Sm

EXHIBIT C

DEPICTION OF EASEMENT AREA

The approximate location of said easement is that existing dirt road connecting to Highway 66 in the SW¼ SE¼ of Section 28 Township 39 South Range 7 East and extending to the NE corner of the SE¼ of the SW¼ of Section 28 Township 39 South Range 7 East.

Area in black is Grantee's Property.

Existing dirt road shown from Highway 66 to Grantee's Property is the Easement Area.

