

2015-006802

Klamath County, Oregon



00171801201500068020050053

06/25/2015 03:32:20 PM

Fee: \$62.00

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

CC#: 11176 WO#: 6026163

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Gordon F. Webb** ("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 **250'** 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:

Lot 20, Block 7 of the Mountain Lake Homesites, Tract 1017, according to the official plat thereof on file in the office of the County of the Clerk of Klamath County, Oregon

Assessor's Map No.: **36 06 17D**

Parcel No.: **R-3606-017D0-05500-000**

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 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 easement. 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 16 day of June, 2015



Gordon F. Webb, Owner GRANTOR

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
County of _____) SS.

This instrument was acknowledged before me on this _____ day of _____, 20____,

by _____
Name(s) of individual(s) signing document

[SEAL]

Notary Public

My commission expires: _____

ACKNOWLEDGEMENT

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

State of California }

} SS.

County of Los Angeles}

On this the 16th day of June, 2015, before me, Ravinder Bhalla, Notary Public,
personally appeared Gordon F. Webb — who proved to me on the basis
of satisfactory evidence to be the person⁽²⁾ whose name⁽³⁾ 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⁽¹⁾ on the instrument the person⁽²⁾, or the entity upon behalf of
which the person⁽¹⁾ acted, executed the 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.

Ad 8 f 2

Signature of Notary Public



(Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Underground Right of Way Easement

Document Date: 06-16-15 Number of Pages: 2

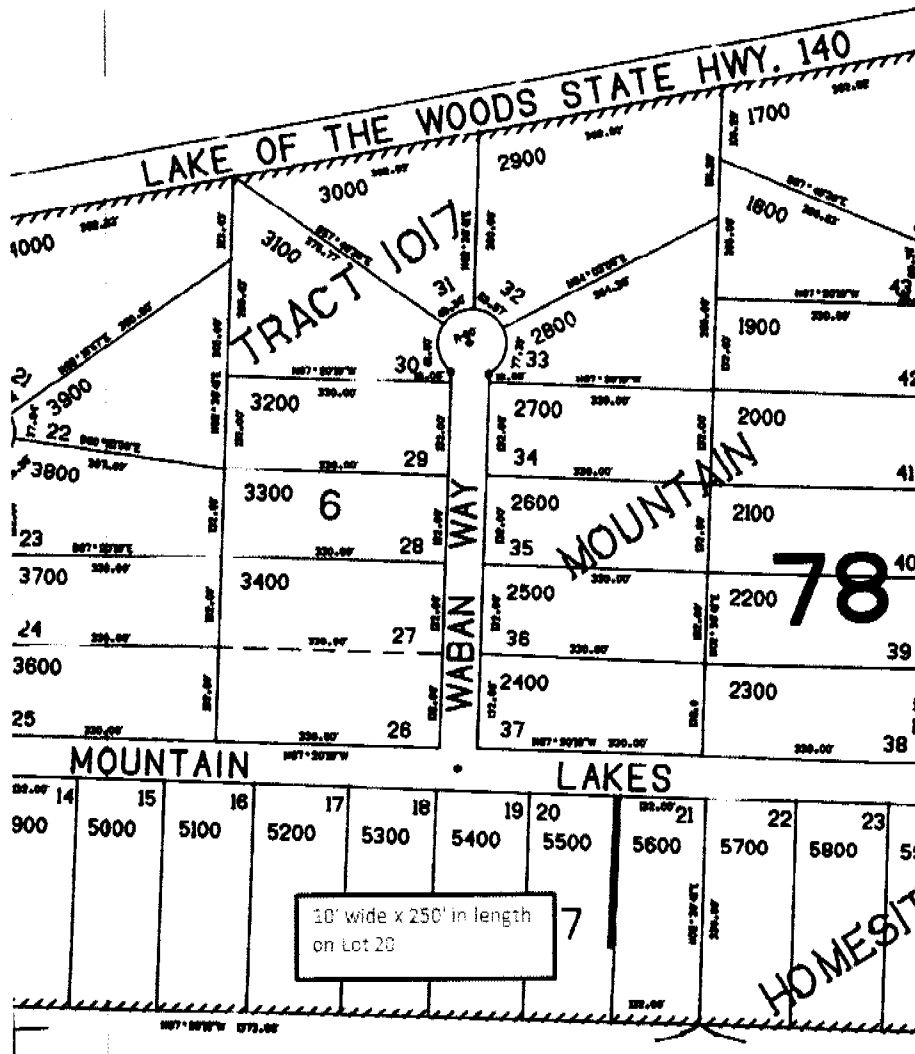
Document Date: _____

Signer(s) Other than Named Above: None

PROPERTY DESCRIPTION

Section: 17, Township: 36S, Range: 6E, Willamette Meridian,
Klamath County, State of Oregon.

Map / Tax Lot or Parcel No.: R-3606-017D0-05500-000



CC#: 11176 WO#: 6026163

Landowner Name: Webb, Gordon

Drawn by: Shelangouski

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

PROPERTY DESCRIPTION

A portion of Lot 20, Block 7 of the Mountain Lake Homesites, Tract 1017, according to the official plat thereof on file in the office of the County of the Clerk of Klamath County, Oregon

Beginning at the Northeast corner lot pin, bearing west 10' in width, then southerly for 250' in length, for the purpose of electric service to lots 20 and 21.

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Grantor Name: Gordon F. Webb

EXHIBIT B



PACIFIC POWER
A DIVISION OF PACIFICORP