

Returned at Counter

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1950 Mallard Ln.  
Klamath Falls, OR 97601

2017-002565

Klamath County, Oregon



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03/10/2017 01:01:21 PM

Fee: \$52.00

CC#: 11176 WO#: 6253035

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **Hall Jerry R. and Richelle A.** ("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 **10** 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** attached hereto and by this reference made a part hereof:

A portion of:

***The Easterly 17.46 feet of Lot 11 and the Westerly 20.12 feet of Lot 12 of Block 6 of Canal Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.***

Assessor's Map No.: **R-3809-032AA-03900-000**

Parcel No.: **R413387**

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 18<sup>th</sup> day of February, 2017.

*Jerry R. Hall*  
Jerry R. Hall GRANTOR

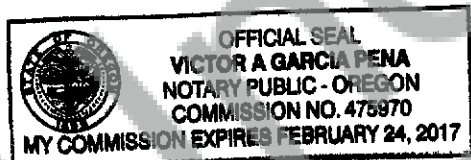
*Richelle A. Hall*  
Richelle A. Hall GRANTOR

INDIVIDUAL ACKNOWLEDGEMENT

State of Oregon )  
County of Klamath ) SS.

This instrument was acknowledged before me on this 18<sup>th</sup> day of February, 2017.

by Jerry R. Hall and Richelle A. Hall  
Name(s) of individual(s) signing document



*Victor A. Garcia Pena*  
Notary Public

My commission expires: February 24, 2017

Notary Public  
My commission expires: February 24, 2017

## Exhibit "A"

Legal Description of entire parcel;

The Easterly 17.46 feet of Lot Eleven (11) and the Westerly 20.12 feet of Lot Twelve (12) of Block 6 of Canal Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

