

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

2017-008785

Klamath County, Oregon



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08/04/2017 01:21:51 PM

Fee: \$52.00

CC#: 11176 WO#: 6215497

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Lynn A & Lori Graves** ("Grantor"), hereby grants to PacificCorp, an Oregon corporation, its successors and assigns ("Grantee"), a perpetual easement for a right of way **10** feet in width and **825** 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:

P.P. 4-15, PARCEL 2, ACRES 6.16, POTENTIAL ADDITIONAL TAX LIABILITYAssessor's Map No.: **R-3908-033B0-01701-000**Parcel No.: **R898851**

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.

Grantor represents and warrants that it possesses all right, title and interest in and to the right of way area, free and clear of any lien, security interest, encumbrance, claim, license or other restriction that would interfere with Grantee's use of the right of way area for the purposes contemplated hereunder.

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 20th day of July, 2017.

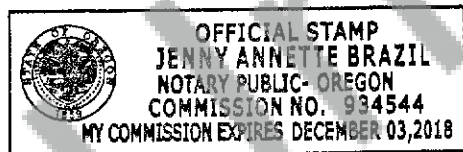
Lynn A. Graves
Lynn A. Graves GRANTOR

Lori Graves
Lori Graves GRANTOR

INDIVIDUAL ACKNOWLEDGEMENT

State of Oregon }
County of Klamath } SS.

This instrument was acknowledged before me on this 20th day of July, 2017,
by Lynn A. Graves & Lori Graves.
Name(s) of individual(s) signing document



J. Brazil
Notary Public
My commission expires: 12/3/2018

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Easement location approximate. The Easement is 10' wide X 825' in length, 5' on each side of the located centerline of the cable route as installed in the field in both lots 1700 & 1701.



PACIFIC POWER
A DIVISION OF PACIFICORP