

2018-005491

Klamath County, Oregon



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05/02/2018 03:14:28 PM

Fee: \$57.00

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

CC#: 11176 WO#: 6411615

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **RUSSELL D. WOOD and LINDA L. WOOD, HUSBAND AND WIFE 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 **400** 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:

A tract of land situated in the SE 1/4 NE 1/4 and the NE 1/4 SE 1/4 of Section 2, Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, More particularly described as follows:

Beginning as a 5/8 inch iron pin on the intersection of the Westerly right of way line of the County Road (Indian Service Road S-45) and the East-West centerline of the said Section 2, from which the East quarter corner of the said Section 2 bears North 89 degrees 07' 05" East 275.7 feet; thence Northerly along said right of way line on a curve to the left (radius point bears north 87 degrees 27' 05" West 2814.79 feet, central angle = 01 degree 50' 03") 90.11 feet; thence continuing along said right of way line North 00 degrees 42' 52" East 1152.23 feet to a 5/8 inch iron pin; thence South 89 degrees 07' 56" West 282.53 feet to a 5/8 inch iron pin; thence South 00 degrees 33' 09" West 966.82 feet to a 5/8 inch iron pin on the left bank of the Sprague River; thence South 52 degrees West 65 feet, more or less, to the center of said Sprague River; thence Southeasterly along the center of said Sprague River to a point 375.00 feet Southerly (measured at right angles) from the East-West centerline of said Section 2; thence North 89 degrees 07' 05" East 112 feet, more or less, to a 5/8 iron pin on the Westerly right of way line of said County road; thence Northerly along said right of way line on a curve to the left (radius point bears North 79 degrees 45' 01" West 2814.79 feet, central angle = 07 degrees 42' 04") 378.34 feet to the point of beginning.

Assessor's Map No.: **R-3507-00200-00800-000**

Parcel No.: **R219775**

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.

JURY WAIVER. 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. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

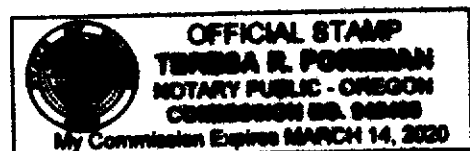
Grantor represents and warrants that it possesses all right, title and interest in and to the right of way area, free and clear of any lien, security interest, encumbrance, claim, license or other restriction that would interfere with Grantee's use of the right of way area for the purposes contemplated 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 20 day of April, 2018.

Russell D. Wood
Russell D. Wood GRANTOR

Linda L. Wood
Linda L. Wood GRANTOR



INDIVIDUAL ACKNOWLEDGEMENT

State of OREGON
County of Klamath } SS.

This instrument was acknowledged before me on this 20 day of April, 2018,
by Russell D. Wood Linda L. Wood
Name(s) of individual(s) signing document

Teresa R Foreman

Notary Public

My commission expires: Mar 14, 2020



Notary Public

My commission expires: _____

