

Returned at Counter

2018-014187

Klamath County, Oregon



00232327201800141870040045

11/21/2018 03:38:13 PM

Fee: \$97.00

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

CC#: 11176 WO#: 6573989

RIGHT OF WAY EASEMENT

For value received, ***Vale Ranches LLC, an Oregon Limited Liability Company***, ("Grantor"), hereby grants to PacificCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual easement for a right of way **2500** 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 electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, across or under the surface of the real property of Grantor in **Klamath** County, State of **Oregon**, 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:

Parcels 2 of Land Partition 12-15, being a replat of Parcel 3 of LP 13-13, situated in the E 1/2 NE 1/4 Section 8, Section 9, 10, the SW 1/4 of Section 14, Sections 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29 & 30 all in Township 37 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon recorded August 24, 2015 in Volume 2015-009393, Records of Klamath County, Oregon.

Assessor's Map No. R-3711-V0000-03100-000

Parcel No. 3100

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 therefor) the future right to keep the right of way and adjacent lands 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, use or permit any equipment, material or vegetation of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials, 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 defined 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 1st day of November, 2018

[Signature] Manager Vale Ranches, LLC
REPRESENTATIVE ACKNOWLEDGEMENT

State of _____ }
County of _____ } SS.

This instrument was acknowledged before me on this _____ day of _____, 2____,

by _____, as _____,
Name of Representative Title of Representative

of _____,
Name of Entity on behalf of whom this instrument was executed

See Attached
CA Notary Certificate.

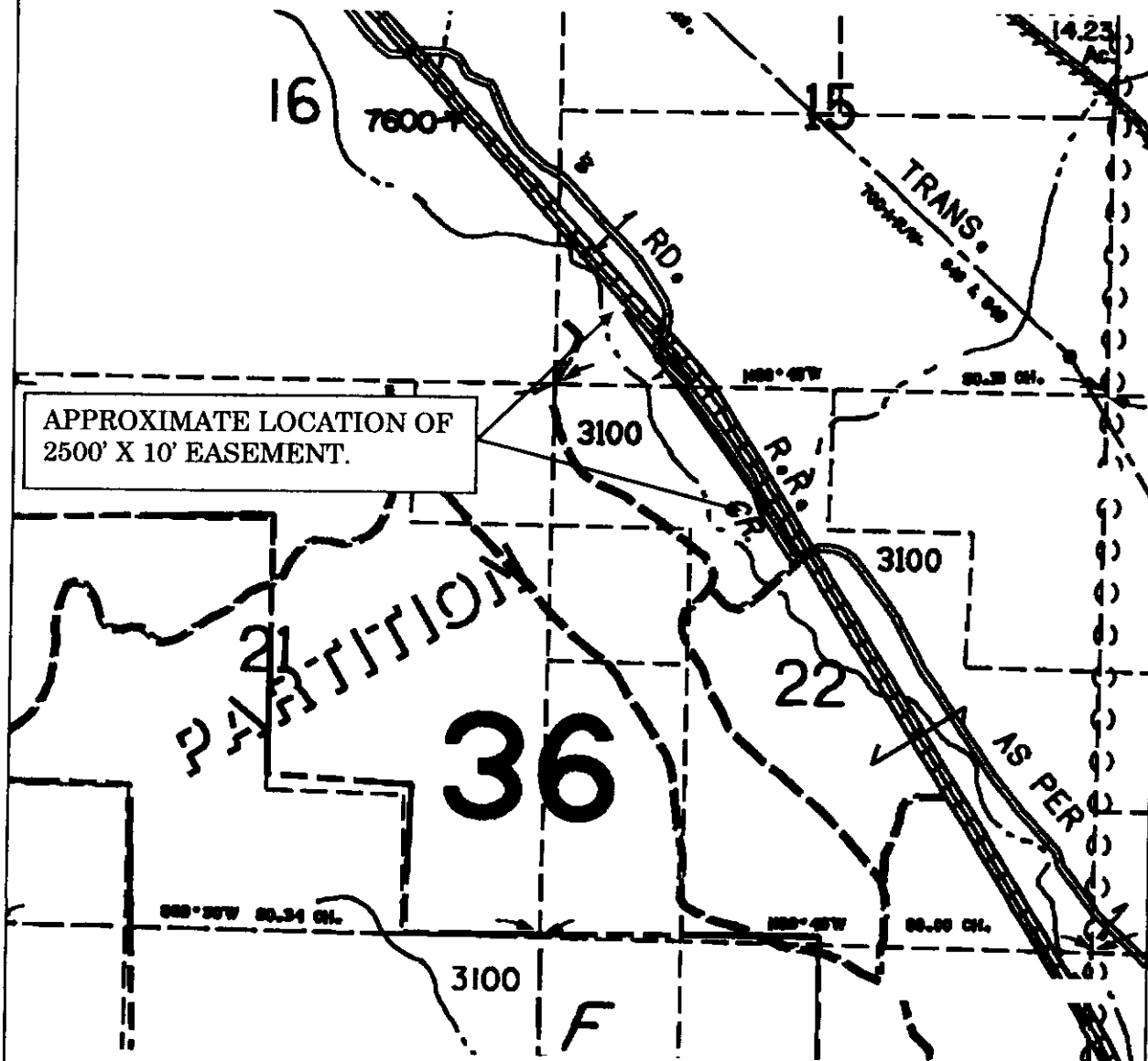
Notary Public

My commission expires: _____

PROPERTY DESCRIPTION

In the NW ¼ of Section 22 & the SW ¼ of Section 15, Township 37 S, Range 11.5 E
of the Willamette Meridian, Klamath County, State of Oregon.

Map / Tax Lot or Assessor's Parcel No.: R-3711-V0000-03100-000



CC#: 11176 WO#: 6573989 ROW#:

Landowner: Vale Ranches LLC

Drawn by: KD

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

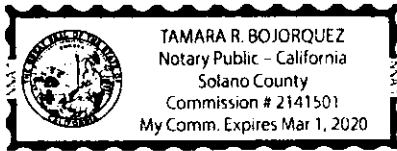
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Solano)
 On 11/1/2018 before me, Tamara R. Bojorquez Notary public,
 Date Here Insert Name and Title of the Officer
 personally appeared Gregory AMARAL
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~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(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Right of Way

Title or Type of Document: Easement
 Document Date: 11/1/18 Number of Pages: 3 + Notary
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☒ Other: Manager - Vale Ranches LLC
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____