

2019-001250

Klamath County, Oregon



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02/08/2019 03:35:06 PM

Fee: \$92.00

Returned at Counter

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

CC#: 11176 WO#: 6565534

RIGHT OF WAY EASEMENT

For value received, *City of Klamath Falls, Oregon* ("Grantor"), hereby grants to PacificCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual easement for a right of way 20 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 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:

Beginning at the southwest corner of section thirty (30) Township Thirty-eight South, Range Nine East (T. 39 S. R. 9E) of Willamette Meridian, Oregon; Thence east along the section line between sections thirty (30) and thirty-one (31), 40 chains to the quarter section corner between sections 30 and 31; thence North twelve degrees and thirty minutes west (N. 12°30' W) 26.51 chains to point on south boundary line of the Rock Creek highway; Thence following said south line of the Rock Creek highway S. 56°45' W. 10 chains; Thence N. 87° W. 14.85 chains; Thence N. 77°25' W. 9.27 chains to the township line between sections 25 and 30; Thence S. 0° 53' W. along the township line 32.88 chains to the place of beginning, containing 114.36 acres, more or less, subject to all existing contracts heretofore made by the grantors with the United States, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all our right, title and interest, in and to the same, including dower and claim of dower.

Assessor's Map No. R-3809-03000-00100-000

Parcel No. R754874

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

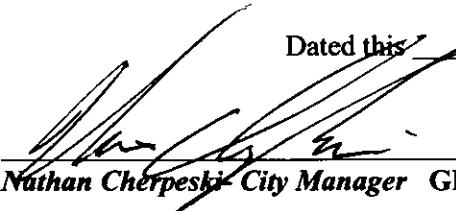
the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for other purposes not inconsistent, as defined by the Grantee, with the purposes for which this easement has been granted.

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 18th day of January, 2019.



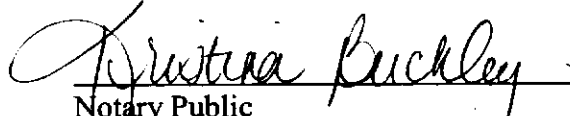
Nathan Cherpeski City Manager GRANTOR

REPRESENTATIVE ACKNOWLEDGEMENT

State of OREGON }
County of KLAMATH } SS.

This instrument was acknowledged before me on this 18th day of January, 2019,
by Nathan Cherpeski, as City Manager,
Name of Representative Title of Representative
of City of Klamath Falls.
Name of Entity on behalf of whom this instrument was executed

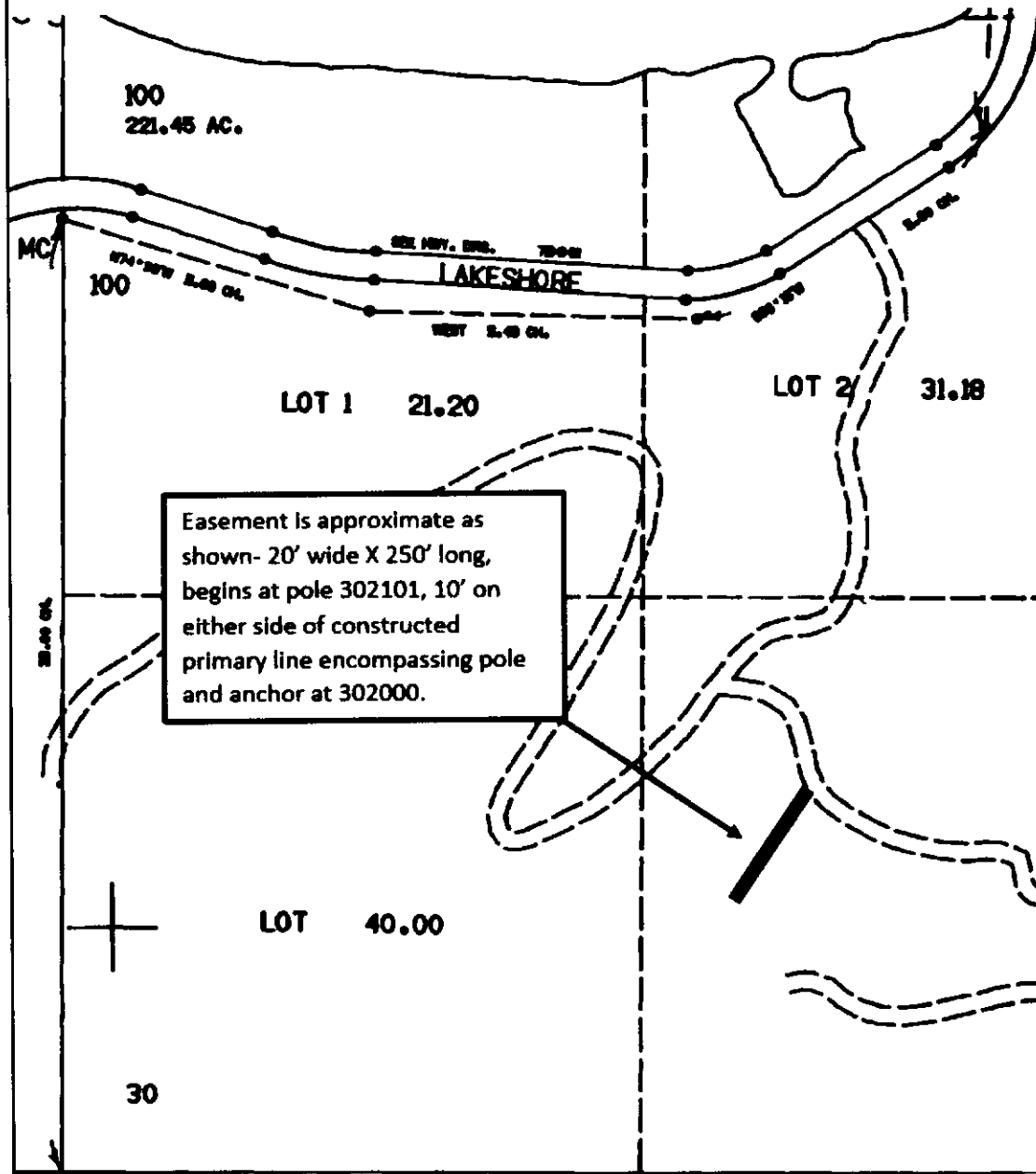




Notary Public
My commission expires: 02/26/2021

PROPERTY DESCRIPTION

In the SE ¼ SW ¼ of Section 30, Township 38S, Range 09E
of the W.M. Meridian, Klamath County, State of Oregon.
Map / Tax Lot or Assessor's Parcel No.: R-3809-03000-00100-000



CC#:11176 WO#:6565534 ROW#:
Landowner: City of Klamath Falls
Drawn by: Shelangouski

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.

EXHIBIT A

