

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

2019-009743
Klamath County, Oregon



08/23/2019 03:32:49 PM

Fee: \$97.00

CC#: 11591 WO#: 006679057

RIGHT OF WAY EASEMENT

For value received, **CALORE PROPERTIES LLC** ("Grantor"), hereby grants to PacifiCorp, 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 **Siskiyou** County, State of **CA**, 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:

SW 1/4 SE1/4 SECT 16, TWN5HP 48N. Range 4E. MDM.

Assessor's Parcel No. 0011120320000

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 determined by Grantee, with the purposes for which this easement has been granted.

Dispute Resolution. Each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any dispute arising under this Agreement, the parties shall first attempt to resolve the matter through direct negotiation between the representatives of the parties. If the representatives are unable to resolve the issue within ten (10) days after presentation of the dispute, then:

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.

If a waiver of jury trial is deemed by any court of competent jurisdiction to not be enforceable for any reason, then to the fullest extent permitted by law, each of the parties hereto agree to binding arbitration. Such arbitration shall be in accordance with the rules and procedures of the American Arbitration Association (AAA). Notwithstanding any AAA rules and procedures or any other provisions or any state or federal laws, the parties agree that the arbitrators shall not consider or award punitive damages as a remedy. Upon the Company's request, AAA shall provide the parties a list of arbitrators each of whom have experience and expertise with respect to construction. Upon each of the parties receipt of such list, each party shall have ten (10) days to select an arbitrator. The two selected arbitrators shall then select a third arbitrator within thirty (30) days from the date the initial two arbitrators were selected and the matter subject to arbitration shall be arbitrated within sixty (60) days after the selection of the third arbitrator.

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 12 day of August, 2019.

Law L. Bailey
CALORE PROPERTIES LLC GRANTOR

INDIVIDUAL OR REPRESENTATIVE ACKNOWLEDGEMENT

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~~ Oregon
County of Klamath)

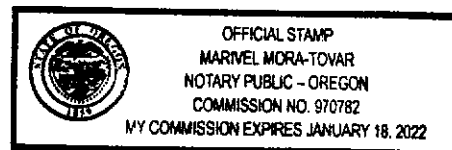
On 8/12/19 before me, Marivel Mora-Tovar
DATE NAME, TITLE OF NOTARY - E.G. "JANE DOE", "NOTARY PUBLIC"
personally appeared Lori R Bakay
NAME(S) OF SIGNER(S)

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~~ Oregon that the foregoing paragraph is true and correct.

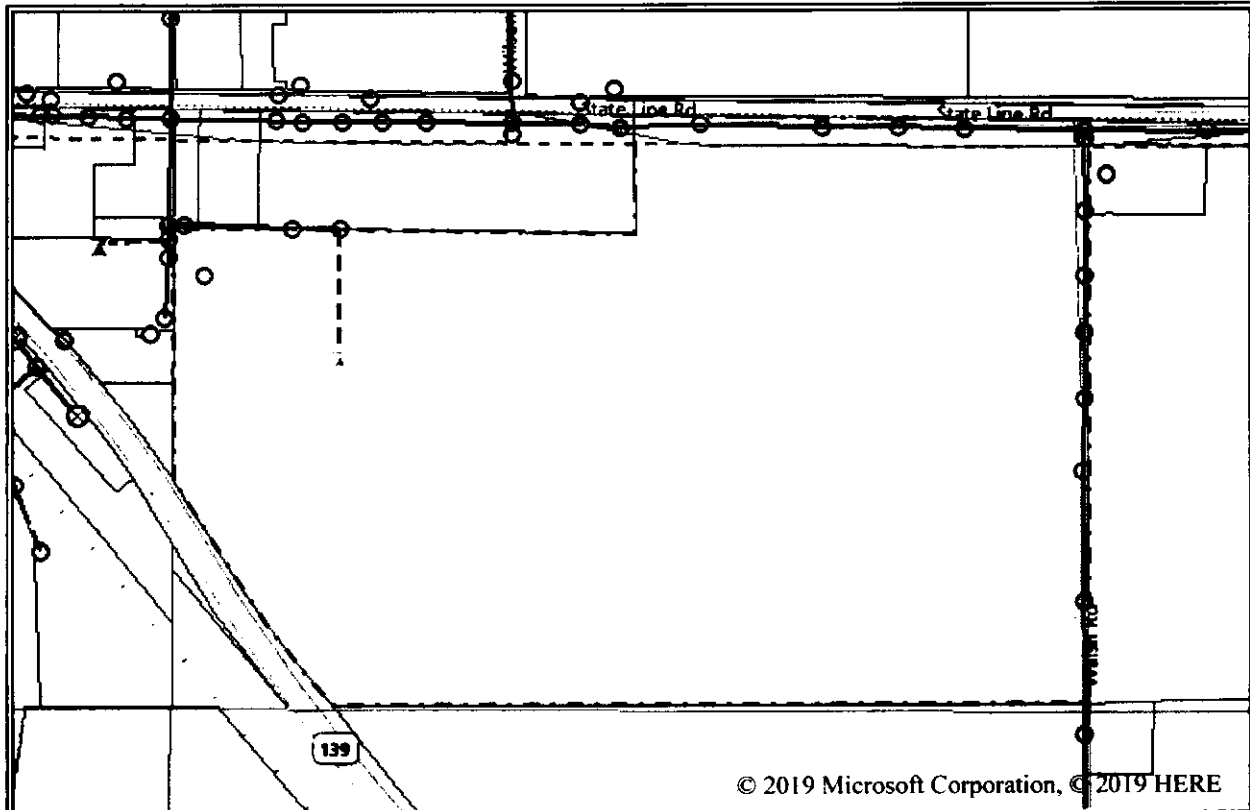
WITNESS my hand and official seal.

Signature Marivel Mora-Tovar
SIGNATURE OF NOTARY





PDF maps using Bing basemaps will default to comparable display.

Parcel Information

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Taxlot 001120320000

Owner Name CALORE PROPERTIES LLC

Site Address

Site Mail

Owner Mail PO BOX 756 TULELAKE CA 96134-0296

Sq. Ft. 4034906

Acres 92.6287

Bldg Val 153351

Land Val 167611

TRS 48N 4E 16

City

State CA

Zip Code 97632,96134

Map Created: 7/26/2019 10:51:06 AM PST

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