2020-007856 Klamath County, Oregon

06/26/2020 03:37:59 PM

Fee: \$97.00

CC#: 11176 WO#: 6773582

Return to: Pacific Power

Klamath Falls, OR 97601

1950 Mallard Ln.

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Joe Wong, Trustee of the Joe Wong Family Trust, dated January 23, 2001 and amended April 13, 2006 Grantee ("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 20 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 therefor; 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:

Parcel 1: Lots 1, 2 and 3 and that portion of vacated "F" Street lying Northerly and adjacent to said Lot 1, all in Block 1 of SUNNYSIDE ADDITION to the City of Klamath Falls, according to the office plat thereof on file in the office of the County Clerk of Klamath County, Oregon, ALSO together with that portion of vacated 5th Avenue which inured thereto by instrument recorded July 6, 1990 in Volume M90 at page 13366, Microfilm /Records of Klamath County, Oregon.

Parcel 2: Parcel 2 of Land Partition 52-97 in ther SE 1/4 NW 1/4 of Section 20, TOwnship 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Assessor's Map No.: 3809-020CA-00200 Parcel No.: 883547

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 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 conduct or permit any ground penetrating activity or excavation in the right of way without the express written consent of the Grantee. Subject to the foregoing limitations, 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.

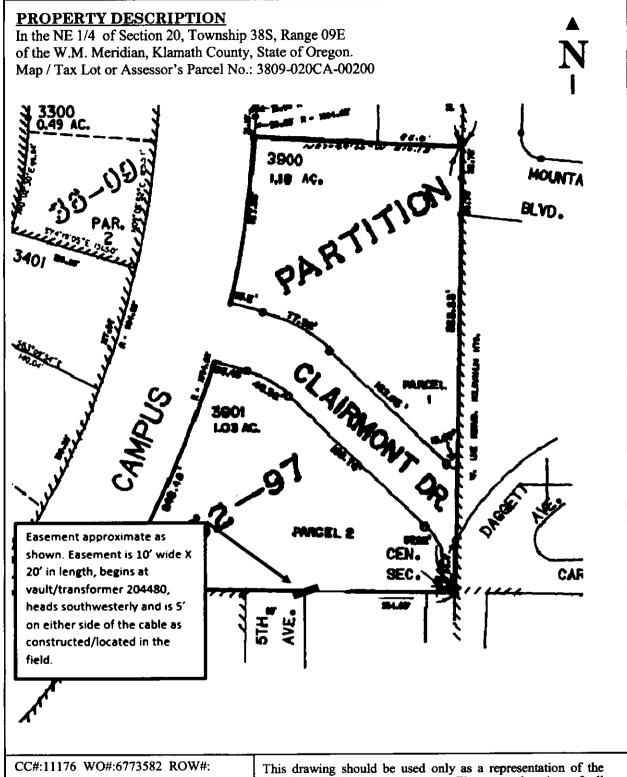
The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.

	2.
Dated this	day of <u>MARCM</u> , 20 <u>2</u> 0
Joe Wong GRANTOR	
**************************************	:*************************************
State of	- } ss.
County of	_
This instrument was acknowledged before	me on this, 2,
by	, as,
	Title of Representative
OfName of Entity on behalf of whom this instrument	·
name of Entity on behalf of whom this instrument	was executed
	Notary Public
	My commission expires:
See attached	Q

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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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		
On 3-10-2000 before me, W Date personally appeared Del WO	Here Insert Name and Title of the Officer	
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.	
M. OTT Notacy Public - California	Signature of Notary Public	
Place Notary Seal Above	7/04/4/	
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.		
Title or Type of Document: Number of Pages: Signer(s) Other That	Right Document Date: In Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name:		



Landowner: Joe Wong Trustee

Drawn by: Shelangouski

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.

