

2022-011674

Klamath County, Oregon



00306724202200116740090094

Return to: Pacific Power
Attn: Right of Way
825 NE Multnomah Street, Suite 1700
Portland, OR 97232

09/28/2022 11:00:28 AM

Fee: \$122.00

RW20210513

RIGHT OF WAY EASEMENT

For value received, Columbia Plywood Corporation, a North Carolina corporation (“**Grantor**”), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns (“**Grantee**”), a perpetual easement (the “**Easement**”) for a right of way varying in width and containing 21,244 square feet, 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 located outside of the Easement area (the “**Easement Area**”) described in this Right of Way Easement instrument (the “**Agreement**”); wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets (collectively, the “**Grantee Improvements**”), along the general course now located by Grantee on, over, across or under the surface of the real property of Grantor comprised of a portion of Parcel No. R5 80491 depicted on Assessor’s Map No. 39S09E18 located in Klamath County, State of Oregon, more particularly legally described on Exhibit A and further depicted on Exhibit B and Exhibit C attached hereto and by this reference made a part hereof.

Together with the right of ingress and egress for Grantee, its contractors, or agents (collectively, the “**Grantee Parties**”), to the Easement Area from adjacent lands of Grantor for all activities in connection with the purposes for which the 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 (with the exception of the existing one-story building, weigh station shack, and weigh station pad identified in Exhibit B, and the septic drain fields identified in Exhibit C (collectively, the “**Existing Facilities**”) which may remain as currently constructed) 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 or place or store any flammable materials on or within the boundaries of the Easement Area. Subject to the foregoing limitations, the surface of the Easement Area may be used for other purposes not inconsistent with the purposes for which the Easement has been granted. Such allowed purposes include use of a roadway located within the Easement Area by vehicles that may exceed twelve (12) feet in height but shall not exceed sixteen (16) feet in height and continued use of the Existing Facilities.

The Grantee Improvements shall be maintained by Grantee at its sole cost and expense. In the event that Grantee undertakes any work within the Easement Area for the purpose of installing, repairing, or replacing the Grantee Improvements, then Grantee agrees to complete such work in a manner that minimizes interference with the use of the Easement Area by others, and to reasonably restore the Easement

Area to the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is reasonably practicable after consummation of the work in question.

Grantor and Grantee (each, an "Indemnifying Party") shall defend, indemnify, and hold the other party, including its officers, directors, members, employees, agents, insurers and contractors (of any tier) (collectively, "Indemnified Parties") harmless from and against any claim, loss, or liability including reasonable attorney's fees ("Claims and Losses") arising out of or in any way connected with the possession or use of the Easement Area and/or adjacent lands of Grantor by the Indemnifying Party or its officers, directors, members, employees, agents, insurers and contractors (of any tier) (collectively, "Indemnifying Party Representatives"); provided that the Indemnifying Party shall not be obligated to indemnify the Indemnified Parties to the proportionate extent such any Claims and Losses are found to be attributable to the negligence, intentional misconduct, or wrongful omission of the Indemnified Parties.

Grantee and all Grantee Parties are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws on the Easement Area or any other lands owned by Grantor. For purposes of this Agreement, the term "**Environmental Laws**" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the real property covered by this Agreement. For purposes of this Agreement, the term "**Hazardous Substance**" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. In addition to all other indemnities set forth herein, Grantee shall defend, indemnify, and hold harmless Grantor from, for and against any and all loss, damage, cost, expense, remediation expenses or liability (including reasonable attorney fees) and the reasonable costs of repairs and improvements necessary to return the Easement Area or any other lands owned by Grantor to the physical condition existing prior to undertaking any activity related to any Hazardous Substance to the extent arising out of or attributable to Grantee's or Grantee Parties' use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon in violation of applicable laws, including (without limitation) Environmental Laws. This indemnity shall survive the termination of this Agreement.

Prior to actually entering upon the Easement Area or adjacent lands of Grantor to perform any installation, repairs, maintenance or replacement work upon the Grantee Improvements, Grantee shall first obtain policies of insurance with companies maintaining an AM Best Rating of A- VII or better. Minimum amounts of insurance shall be:

Automobiles	
Bodily Injury	\$1,000,000 Each Occurrence
Property Damage	\$1,000,000 Each Occurrence
Comprehensive General Liability	
Bodily Injury	\$1,000,000 Each Occurrence- \$2,000,000 Aggregate
Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Or Combined Single Limits	\$1,000,000 Each Occurrence

Minimum amounts of insurance shall be subject to such other limits as the parties hereto may agree upon in writing from time to time. Comprehensive general liability insurance shall include coverage for:

operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); automobile liability insurance covering owned, hired and non-owned vehicles. Grantee shall deliver to Grantor a certificate or certificates (as applicable) from the insurer or insurers of Grantee stating that all applicable insurance required hereunder is in full force and effect, and that the insurer or insurers (as applicable) will give to Grantor thirty (30) days written notice prior to any cancellation or modification of the applicable insurance together with evidence that all owned, non-owned vehicles to be used by Grantee are covered by such insurance. The aggregate limits shall be specific to this Agreement. A one million dollar (\$1,000,000) Umbrella Policy may be used in lieu of per project Aggregate. All insurance policies shall also name Grantor as an additional insured party. In addition, Grantee shall require each Grantee Party, prior to entering upon the Easement Area or adjacent lands of Grantor, to carry insurance coverages that are commercially reasonable, consistent with the above requirements, and commensurate with the work to be performed by such Grantee Party. Notwithstanding anything to the contrary set forth herein, Grantee may satisfy its insurance obligations hereunder through a program of self-insurance, subject to the following terms and conditions: (i) Grantee's self-insurance shall provide at least the same amount and scope of coverage as otherwise required under this paragraph, (ii) Grantee must maintain a professionally administered program of self-insurance based upon a professional third-party analysis of risks and accompanied by reserves approved by a third-party expert as sufficient for full coverage of the risks that are self-insured, (iii) Grantee must provide to Grantor, prior to entering upon the Easement Area or adjacent lands of Grantor and annually thereafter, a written certification from an officer of Grantee and from an officer of such independent service, in form and substance reasonably acceptable to Grantor, describing the program of self-insurance and certifying the sufficiency of the risk analysis and of the reserves associated with the self-insurance program, (iv) if Grantee self-insures, Grantee represents and warrants to the Indemnified Parties that at all times during the term of this Agreement, Grantee shall maintain cash reserves sufficient to pay the coverages set forth in this paragraph, and (v) in the event Grantee discontinues its self-insurance program or in the event any of the conditions set forth in this paragraph are not met, Grantee shall provide to Grantor reasonably prompt written notice of such event and the requirement to maintain insurance with a third-party insurer must be satisfied with third-party insurance of the types and in the amounts required above, without any lapse in coverage.

This Agreement shall be interpreted in accordance with the laws of the State of Oregon. Any dispute hereunder shall be heard before the Oregon State Circuit Court of Multnomah County, Oregon (the "**Court**"). With respect to any dispute relating to this Agreement, or in the event that a suit, action or other proceeding of any nature is filed, including (without limitation) any appeal, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the Court.

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 Easement Area, free and clear of any lien, security interest, encumbrance, claim, license or other restriction that would interfere with Grantee's use of the Easement 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 23rd day of September, 2022.

[Signatures on the following pages.]

GRANTOR

Columbia Plywood Corporation, a North Carolina corporation

By: Richard Parker

Print: Richard Parker

Its: Treasurer

Date: August 22, 2022

STATE OF North Carolina

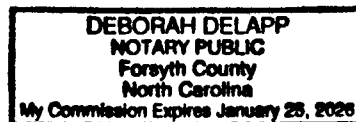
COUNTY OF Guilford

This instrument was acknowledged before me this 22 day of August, 2022,

by Richard Parker as Treasurer of Columbia Plywood Corporation, a North Carolina corporation.

Deborah Delapp
Notary Public

My Commission expires: January 25 2026



GRANTEE

PACIFICORP, an Oregon corporation

Adams

Deanna Adams

Director, Real Estate Management

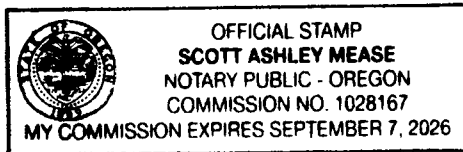
Dated 9/23/2022

STATE OF OREGON)

)ss

COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on this 23RD day of SEPTEMBER, 2022,
by Deanna Adams, Director, Real Estate Management, of PacificCorp, an Oregon corporation.



[Signature]
Notary Public

My commission expires: 7 SEPT MMXXVI

EXHIBIT "A"

KLAMATH TO SNOW GOOSE T-LINE
FEBRUARY 23, 2022
PARCEL 1

ASSESSORS MAP: 39S09E18
TAX LOT NO.: 01300

PARCEL 1 (OVERHEAD POWERLINE EASEMENT)

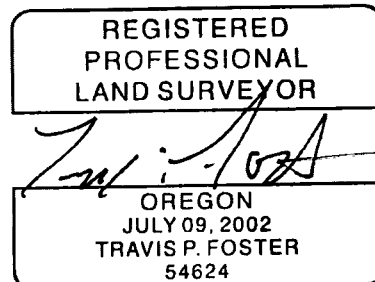
A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, COUNTY OF KLAMATH, STATE OF OREGON, BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO COLUMBIA PLYWOOD CORPORATION, PER THAT CERTAIN DOCUMENT NO. 2012-008096, RECORDED SEPTEMBER 24, 2012, IN THE KLAMATH COUNTY RECORDS, SAID PARCEL BEING 80.00 FEET IN WIDTH, 40.00 FEET EACH SIDE OF THE CENTERLINE DELINEATED BY FOLLOWING THE BELOW NOTED BEARINGS AND DISTANCES.

BEGINNING AT PACIFICORP POWER POLE NUMBER 13/2, BEING SOUTH 45°59'02" EAST A DISTANCE OF 5761.74 FEET FROM THE WEST SECTION CORNER OF SECTION 7; THENCE NORTH 89°37'43" EAST A DISTANCE OF 273.61 FEET TO PACIFICORP POWER POLE NUMBER 12/2, SAID POWER POLE BEARS SOUTH 36°26'00" WEST A DISTANCE OF 1711.86 FEET FROM THE NORTHEAST SECTION CORNER OF SECTION 18; THENCE NORTH 86°11'59" EAST A DISTANCE OF 277.67 FEET TO PACIFICORP POWER POLE NUMBER 13/2, SAID POWER POLE BEARS SOUTH 45°59'02" EAST A DISTANCE OF 5761.74 FEET FROM THE WEST SECTION CORNER OF SECTION 7; THENCE NORTH 89°37'43" EAST A DISTANCE OF 273.61 FEET TO POWER POLE NUMBER 12/2, SAID POWER POLE BEARS SOUTH 36°26'00" WEST A DISTANCE OF 1711.86 FEET FROM THE NORTHEAST SECTION CORNER OF SECTION 18; THENCE NORTH 59°36'05" EAST A DISTANCE OF 250.76 FEET TO POWER POLE 11/2, SAID POWER POLE BEARS SOUTH 32°37'22" WEST A DISTANCE OF 1484.60 FEET FROM THE NORTHWEST CORNER OF SECTION 17, SAID POINT ALSO BEING THE TERMINUS OF THE CENTERLINE OF THE OVERHEAD POWERLINE EASEMENT.

EXCEPTING THEREFROM, ALL THAT PORTION LYING WITHIN THE EXISTING RIGHT-OF-WAY OF US HIGHWAY 97 (VOLCANIC LEGACY SCENIC BYWAY).

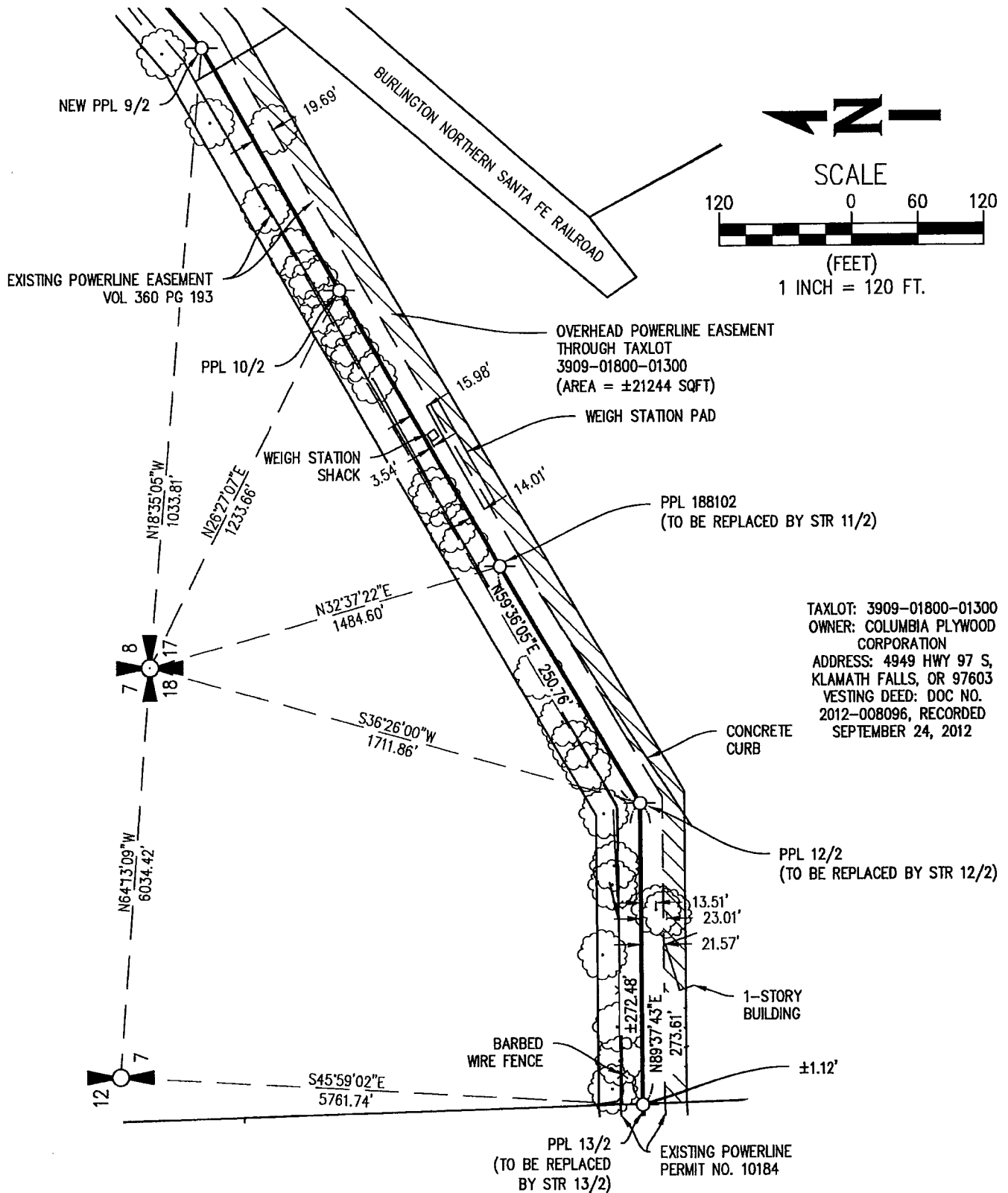
THE PARCEL OF LAND TO WHICH THIS DESCRIPTION APPLIES CONTAINS 21244 SQUARE FEET MORE OR LESS.

ATTACHED HERETO IS A DRAWING LABELED EXHIBIT "B" FOR ILLUSTRATION PURPOSES AND BY THIS REFERENCE MADE A PART HEREOF.



EXPIRATION DATE: 12/31/23

EXHIBIT "B"



SHEET NUMBER

1 OF 1

EXHIBIT "B"
PACIFICORP
T39S. R9E. SEC 18
KLAMATH COUNTY, OREGON

DRAWING INFO

C000178.00

C000178.00-EXHIBITS

1" = 100'

SHEET INFO

DRAWN AS

CHECKED TF

LAST EDIT 2/23/2022

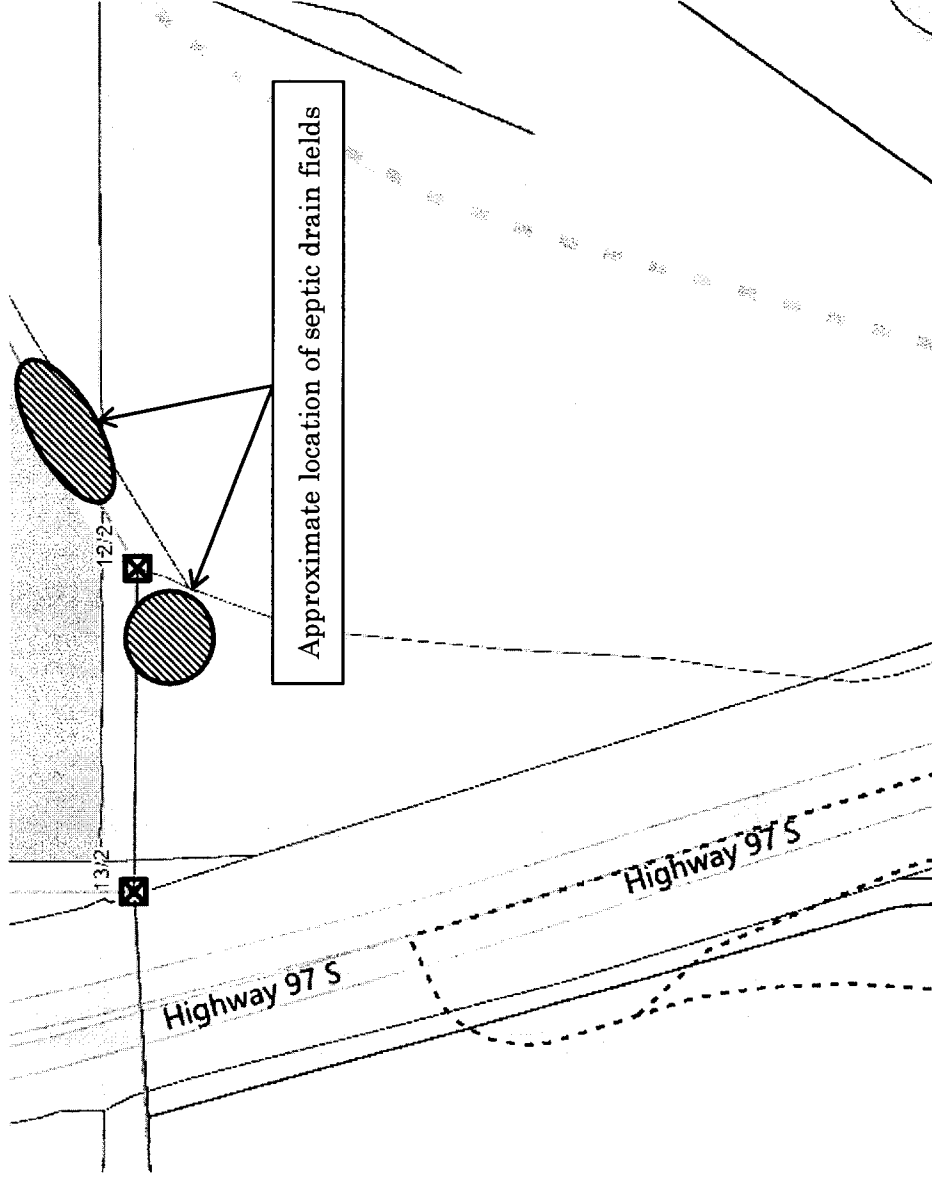
PLOT DATE 2/23/2022

WHPacific

an NVS Company
8450 SW Commerce Circle, Suite 300
Vancouver, OR 97070
503-425-0455 Fax 503-526-0775
www.whpacific.com

PROPERTY DESCRIPTION

In the NE 1/4 of Section 18, Township 39S, Range 9E of the Willamette Meridian, Klamath County, State of Oregon
Map / Tax Lot or Assessor's Parcel No.: R580491



WO#: 10073578 ROW#: 20210513

Landowner: Columbia Plywood Corp.

Drawn by: I. Taylor



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.