

Returned at Counter

Return to: Pacific Power  
1950 Mallard Lane  
Klamath Falls, OR 97061

2023-005869

Klamath County, Oregon



00317324202300058690030037

07/14/2023 03:41:28 PM

Fee: \$92.00

CC#: 11176 WO#: 8224909

**RIGHT OF WAY EASEMENT**

For value received, *KTW Properties, LLC, an Oregon limited liability company* ("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 **170** 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:

**PARCEL 1 :**

Lot 15 in Block 7 of ARROWHEAD VILLAGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(Assessor's Parcel No. R308223)

**PARCEL 2:**

Lots 9 and 10, HARRIMAN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(Assessor's Parcel No. R308483)

Assessor's Map No. 3606-003AA-04000

Parcel No. 4000

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 21<sup>st</sup> day of September, 20 22

  
\_\_\_\_\_  
Kurt Wilkening GRANTOR

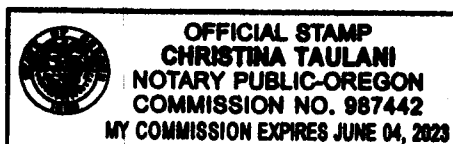
Kurt Wilkening, Member  
\_\_\_\_\_  
REPRESENTATIVE ACKNOWLEDGEMENT

State of Oregon } SS.  
County of Jackson }

This instrument was acknowledged before me on this 4 day of October, 2022,

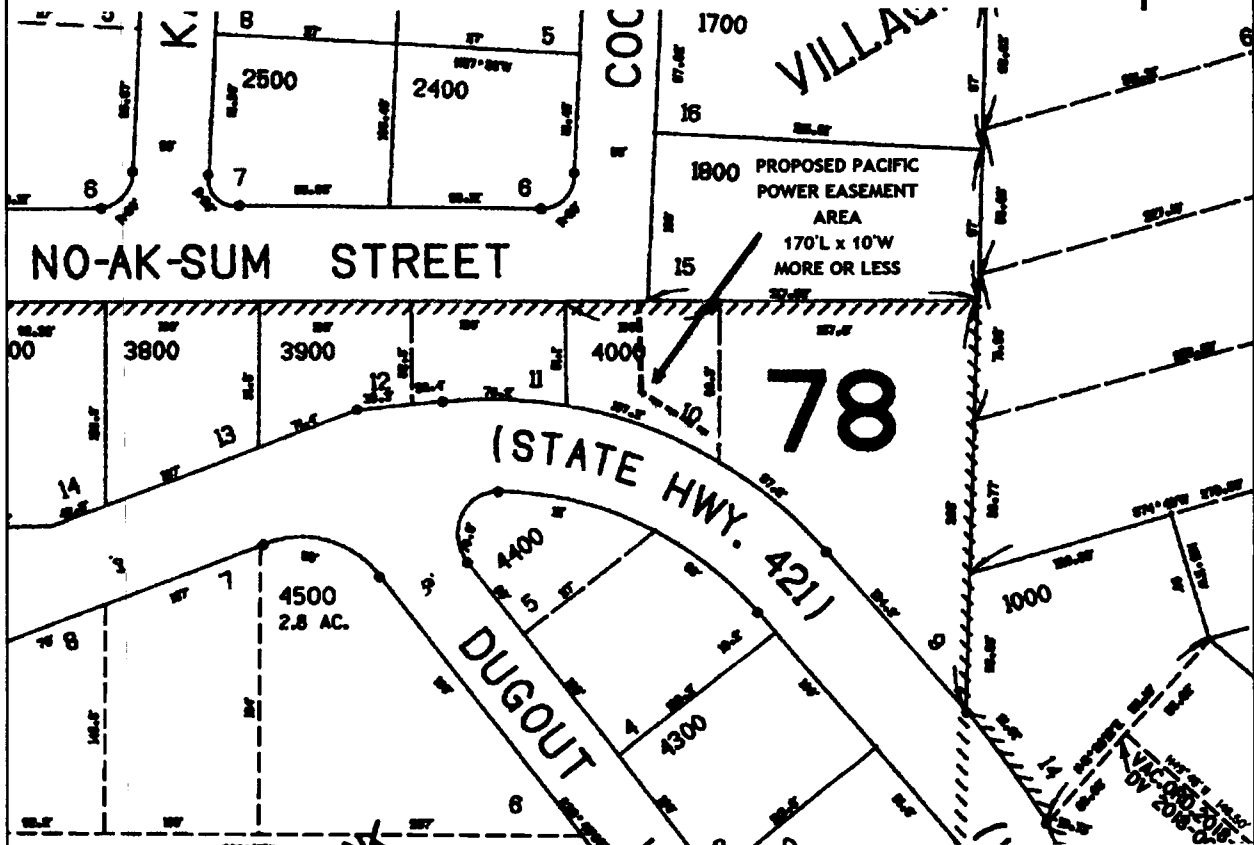
by Kurt Wilkening, as \_\_\_\_\_, Owner  
Name of Representative Title of Representative

of KTW Properties LLC  
Name of Entity on behalf of whom this instrument was executed



Christina Taulani  
\_\_\_\_\_  
Notary Public  
My commission expires: 06/04/2023

**In the NE ¼ NE ¼ of Section 3, Township 36S, Range 06E  
of the Willamette Meridian, Klamath County, State of Oregon.  
Map / Tax Lot or Assessor's Parcel No.: 3606-003AA-04000**



# EXHIBIT A


**PACIFIC POWER**  
 A DIVISION OF PACIFICORP