

RECORDING COVER SHEET (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

*This space reserved for use by
Recording Office*

After recording return to: ORS 205.234(1)(c)

First American Title Insurance Company

200 SW Market Street, Suite 250

Portland OR 97201

1. Title(s) of the transaction(s)

ORS 205.234(1)(a)

Underground Right of Way Easement

2. Direct party(ies) / grantor(s)

Name(s)

ORS 205.234(1)(b)

Oregon Institute of Technology

3. Indirect party(ies) / grantee(s)

Name(s)

ORS 205.234(1)(b)

PacifiCorp

4. True and actual consideration:

ORS 205.234(1) Amount in dollars or other

\$

Other:

5. Send tax statements to:

ORS 205.234(1)(e)

6. Satisfaction of lien, order, or warrant:

ORS 205.234(1)(f)

☐ FULL

☐ PARTIAL

7. The amount of the monetary obligation imposed by the lien, order, or warrant:

ORS 205.234(1)(f)

\$

8. Previously recorded document reference: 2023-007889

9. If this instrument is being re-recorded complete the following statement:

ORS 205.244(2)

"Rerecorded at the request of First American Title Insurance Company

to correct to add the signature page which was not included due to a scanning error

previously recorded in book and page , or as fee number 2023-007889 ."

First American Title Insurance Company Accommodation Recording;
document not reviewed and no insurance provided NCS-NWA2308X-OR1

2023-007889

Klamath County, Oregon

09/08/2023 01:41:01 PM

Fee: \$92.00

After Recording Return to:

PacifiCorp
Real Estate Management
Attn: Transaction Services
825 NE Multnomah St., LCT 1700
Portland, OR 97232

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Oregon Institute of Technology, an Oregon public university** ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns ("Grantee"), a perpetual easement for a right of way as described and shown on Exhibit A, 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, which may be refined by survey later, attached hereto and by this reference made a part hereof:

A portion of: tax lot 3809-00000-04900

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.

Any dispute, claim or controversy arising out of or relating to this Easement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Eugene, Oregon before one arbitrator(s). The arbitration shall be administered by JAMS, or if JAMS is not available another arbitration firm serving multi-state clients, pursuant to its Comprehensive Arbitration Rules and Procedures, or equivalent, and in accordance with the Streamlined Procedures in those Rules, or equivalent. Judgment on the Award (or interim measure such as injunction) may be entered in any court having jurisdiction. The parties agree that this

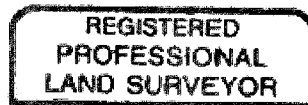
First American Title Insurance Company Accommodation Recording only;
document not reviewed and no insurance provided NCS-NWA2308X-ORI

Exhibit A
(Page 1 of 2)

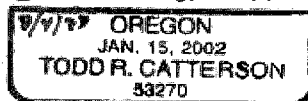
LEGAL DESCRIPTION FOR A NON EXCLUSIVE EASEMENT ACROSS A TRACT
OF LAND LOCATED IN THE SE1/4 OF SECTION 17, T.38S., R.9E., W.M.,
KLAMATH COUNTY, OREGON
W.O. 21-5638

LEGAL DESCRIPTION

A centerline legal description for a ten (10) feet wide, five (5) feet on each side of centerline, non exclusive underground right of way easement across a tract of land located in Section 17, Township 38 South, Range 9 East, W.M., Klamath County, Oregon, more particularly described as follows: Beginning at the Northwest corner of the Oregon Institute of Technology property as shown on County Survey 708, Records of Klamath County, Oregon, thence South 00°49'37" East a distance of 39.44 feet to the True Point of Beginning of this centerline description; thence North 88°26'09" East a distance of 1224.95 feet to the termination point of this centerline description.



Todd R. Catterson



RENEW 12/31/23

REGISTERED
PROFESSIONAL
LAND SURVEYOR

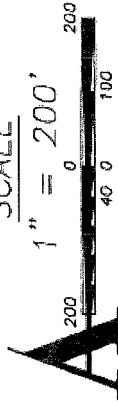
Todd R. Catterson

4/11/23 OREGON
JAN. 15, 2002
TODD R. CATTERSON
53270

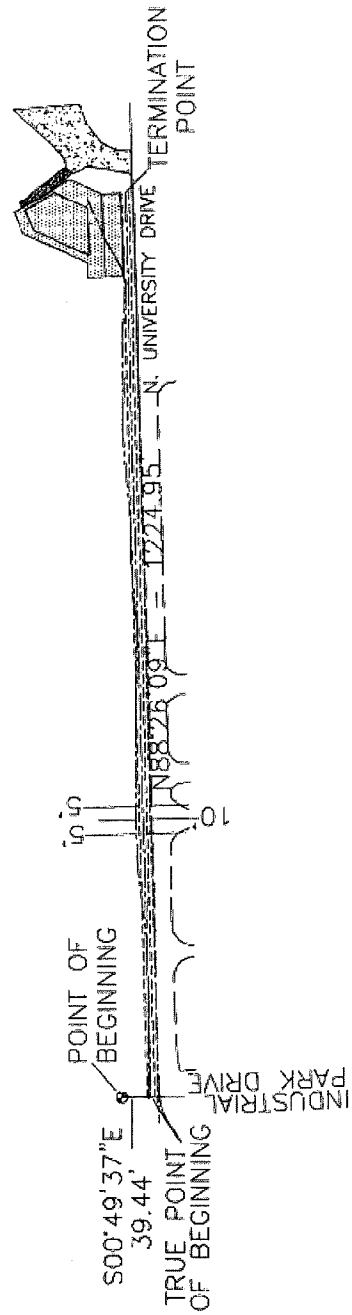
REVIEWS 12/11/23



SCALE

$$1.1 = 200$$


JULY 20, 2023



provision shall control resolution of all disputes to the exclusion of a trial by jury. A decision by the arbitrator under this provision shall be final and not subject to any other review. The award of the arbitrator shall be accompanied by a written, reasoned opinion signed by the arbitrator. The opinion shall include a statement setting forth the reasons for the disposition of any claim, including findings of fact and conclusions of law.

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 31st day of August, 2023.

GRANTOR

Oregon Institute of Technology, an Oregon public university

Signature: [Signature]

Printed Name: John Harman

Its: VPFA

REPRESENTATIVE ACKNOWLEDGEMENT

State of Oregon

County of Klamath

This instrument was acknowledged before me on this 31st day of August, 2023.

by John Harman, as V.P. of Finance & Administration.

Name of Representative

Title of Representative

of Oregon Institute of Technology.

Name of Entity on behalf of whom this instrument was executed

[Signature]

Notary Public

My commission expires: 7/18/2026

