

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

WO#: 10073752 RW20210269

**RIGHT OF WAY EASEMENT**

For value received, *Marla Ann Rajnus* (“Grantor”), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, (“Grantee”), a perpetual easement for a right of way varying in width and approximately *1,470* 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 *A* attached hereto and by this reference made a part hereof:

A portion of:

A parcel of land situated in the N1/2 NE1/4, the NE1/4 NW1/4, the N1/2 S1/2 NE1/4 of Section 25, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, being more particularly described as follows:

Beginning at the Northeast corner of Section 25, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon; thence Westerly along the North line of said Section 25, 1,950 feet to an existing fence; thence Southeasterly along said existing fence line to a point of the South line of the N1/2 S1/2 NE1/4 on a point which is 1,400 feet distant from the East line of said Section 25; thence East 1,400 feet to the East line of said Section 25; thence North along the East line to the point of beginning.

Assessor’s Map No. 40S 11E

Parcel No. 6200

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 8<sup>th</sup> day of December, 2023

Marla Ann Rajnus  
Marla Ann Rajnus GRANTOR

**INDIVIDUAL ACKNOWLEDGEMENT**

State of Oregon }  
County of Klamath } SS.

This instrument was acknowledged before me on this 8<sup>th</sup> day of December, 2023,  
by Marla Ann Rajnus.

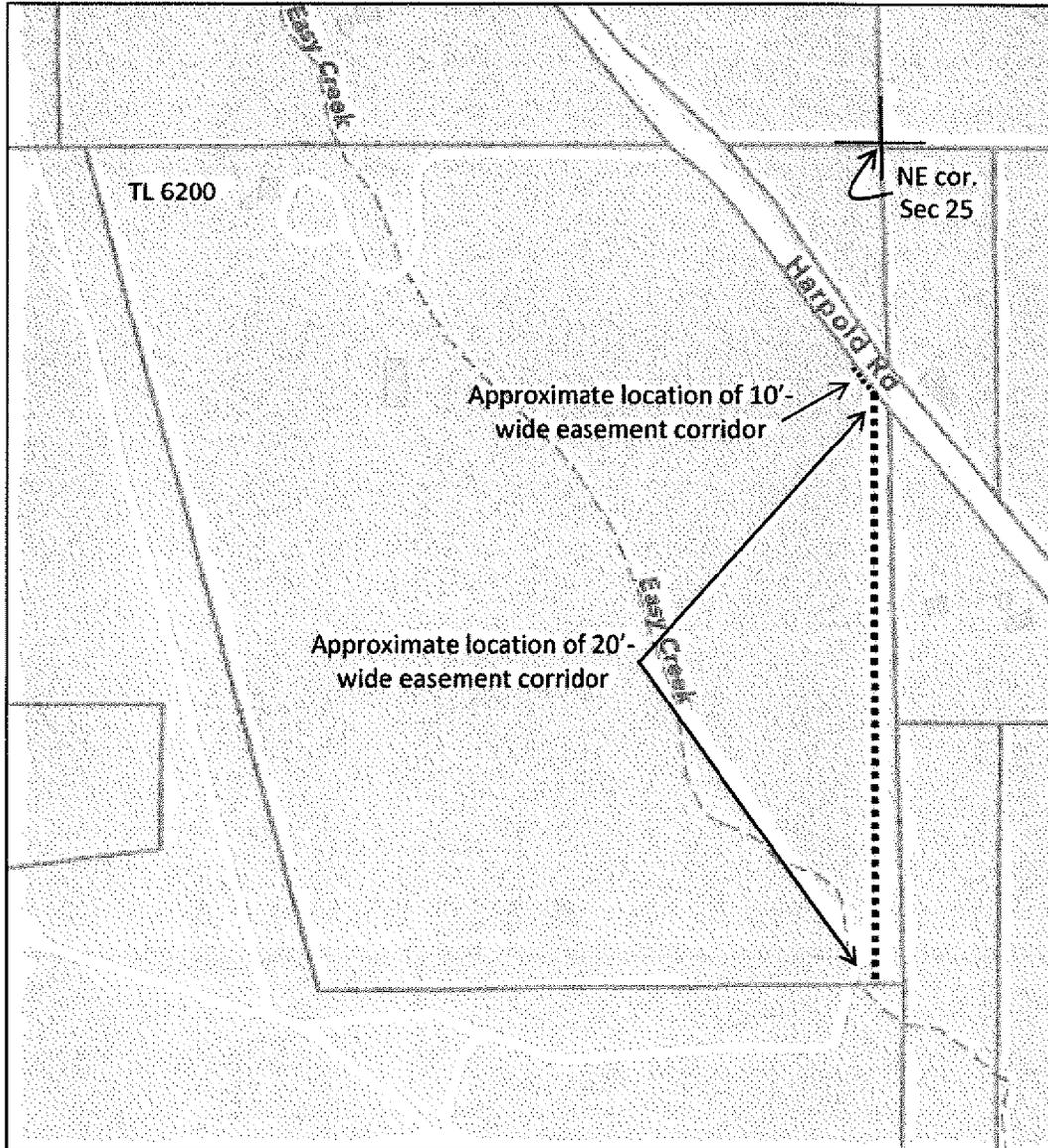
Rebeca Irene Zamora  
Notary Public

My commission expires: January 12, 2027



**PROPERTY DESCRIPTION**

In the NE 1/4 of Section 25, Township 40 South, Range 11 East  
of the Willamette Meridian, Klamath County, State of Oregon.  
Map / Tax Lot or Assessor's Parcel No.: 4011000006200



WO#: 10073752 ROW#: 20210269  
Landowner: Marla Ann Rajnus  
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.

**EXHIBIT A**

