

2024-006415

Klamath County, Oregon

Returned at Counter

Return to: Pacific Power
1950 Mallard Lane
Klamath Falls, OR 97601



00331458202400064150020029

07/23/2024 10:42:51 AM

Fee: \$87.00

CC#: 11176 WO#: 7200485

RIGHT OF WAY EASEMENT

For value received, *Amazon.com Services LLC* ("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 **500'** 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, LAND PARTITION 47-23, BEING A RE-PLAT OF LOT 5 AND A PORTION OF LOT 4 TRACT 1463-KLAMATH FALLS INDUSTRIAL PARK SITUATED IN THE SE1/4 OF THE SW1/4 OF SECTION 15, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KLAMATH FALLS, OREGON, AS RECORDED WITH THE OFFICE OF THE KLAMATH COUNTY CLERK ON JANUARY 30, 2024 IN INSTRUMENT NO. 2024-000770.

Assessor's Map No. R-3909-01500-01400-000

Parcel No. Parcel 1 Land Partition 47-23

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

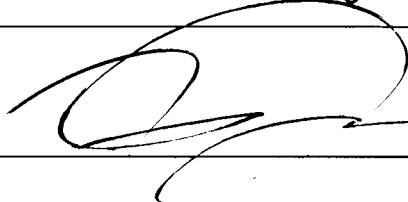
RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS 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 18th day of July, 2024.

Fredrick Lutz Authorized Signatory



GRANTOR

GRANTOR

REPRESENTATIVE ACKNOWLEDGEMENT

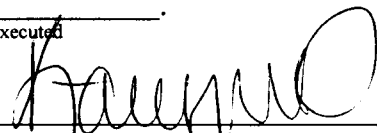
State of Tennessee }
County of Davidson } SS.

This instrument was acknowledged before me on this 18 day of July, 24,

by Fredrick Lutz, as Authorized Signatory,
Name of Representative Title of Representative

of Amazon.com Services LLC.
Name of Entity on behalf of whom this instrument was executed





Notary Public
My commission expires: 5/8/20