

2024-006416

Klamath County, Oregon

Returned at Counter

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



00331459202400064160030033

07/23/2024 10:43:10 AM

Fee: \$92.00

CC#: 11176 WO#: 7247307

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **GHC Sub 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 **40** feet in length, 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**, as 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:

In the SW 1/4 of the NW 1/4 of Section 34, Township 38 S, Range 009 E of the Willamette Meridian, Klamath County, Oregon.

Assessor's Map No.: **3809-034BC-00600**

Parcel No.: **00600**

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.

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

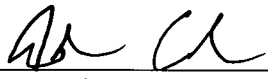
A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Grantor represents and warrants that it possesses all right, title and interest in and to the right of way area.

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 3rd day of ~~June~~^{July}, 2024.

GHC Sub LLC

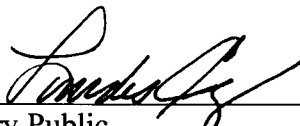
By: 
Name: Andrew Cohen
Title: Authorized Signatory

State of New York

ss.

County of New York

The foregoing instrument was acknowledged before me this 3rd day of ~~June~~^{July}, 2024 by Andrew Cohen, the Authorized Signatory of GHC Sub LLC, a Delaware limited liability company on behalf of the limited liability company.


Notary Public
My commission expires: 6-2-28

LOURDES CRUZ
Notary Public, State of New York
No. 01CR6188097
Qualified in New York County
My Comm. Expires 6-2-2028

**In the NW ¼ of Section 34, Township 38 S, Range 009 E
of the Willamette Meridian, Klamath County, State of Oregon.
Map / Tax Lot or Assessor's Parcel No.: 3809-034BC-00600**

