

Returned at Counter

2025-011099

Klamath County, Oregon



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12/12/2025 01:20:00 PM

Fee: \$102.00

Return to: Pacific Power  
**PACIFIC POWER**  
**1950 MALLARD LN**  
**KLAMATH FALLS, OR**  
**97601**

CC#: 11176 WO#: 7462599

**RIGHT OF WAY EASEMENT**

For value received, **RICHARD NELSON AND DESERET NELSON, AS TENANTS BY THE ENTIRETY** ("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 **400** 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:**

**Parcel 2, Land Partition 35-16, situated in the S1/2 of Section 35, Township 34 South, Range 8 East of the Willamette Meridian, and the W1/2 of Section 2, Township 35 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, recorded June 6, 2017 in 2017-006168, Records of Klamath County, Oregon.**

Assessor's Map No. 3408-03500

Parcel No. 01401

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.

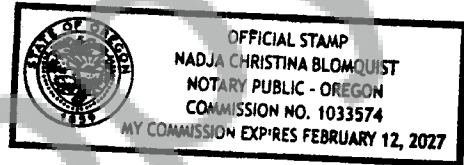
Grantor represents and warrants that it possesses all right, title and interest in and to the right of way area, free and clear of any lien, security interest, encumbrance, claim, license or other restriction that would interfere with Grantee's use of the right of way area for the purposes contemplated 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 17 day of November, 2025

Richard Nelson  
RICHARD NELSON GRANTOR

Deseret Nelson  
DESERET NELSON GRANTOR



**INDIVIDUAL ACKNOWLEDGEMENT**

State of Oregon  
County of Clatsop } SS.

This instrument was acknowledged before me on this 17 day of November, 2025,  
by Richard Nelson, Deseret Nelson  
Name(s) of individual(s) signing document

Nadja Christina Blomquist  
Notary Public

My commission expires: February 12, 2027

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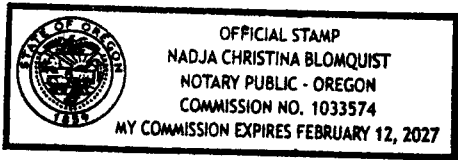
State of Oregon

County of Lane

This instrument was acknowledged before me on this 11 day of November 2015

by Nadja Christina Blomquist, as Asst Manager,  
Name of Representative Title of Representative

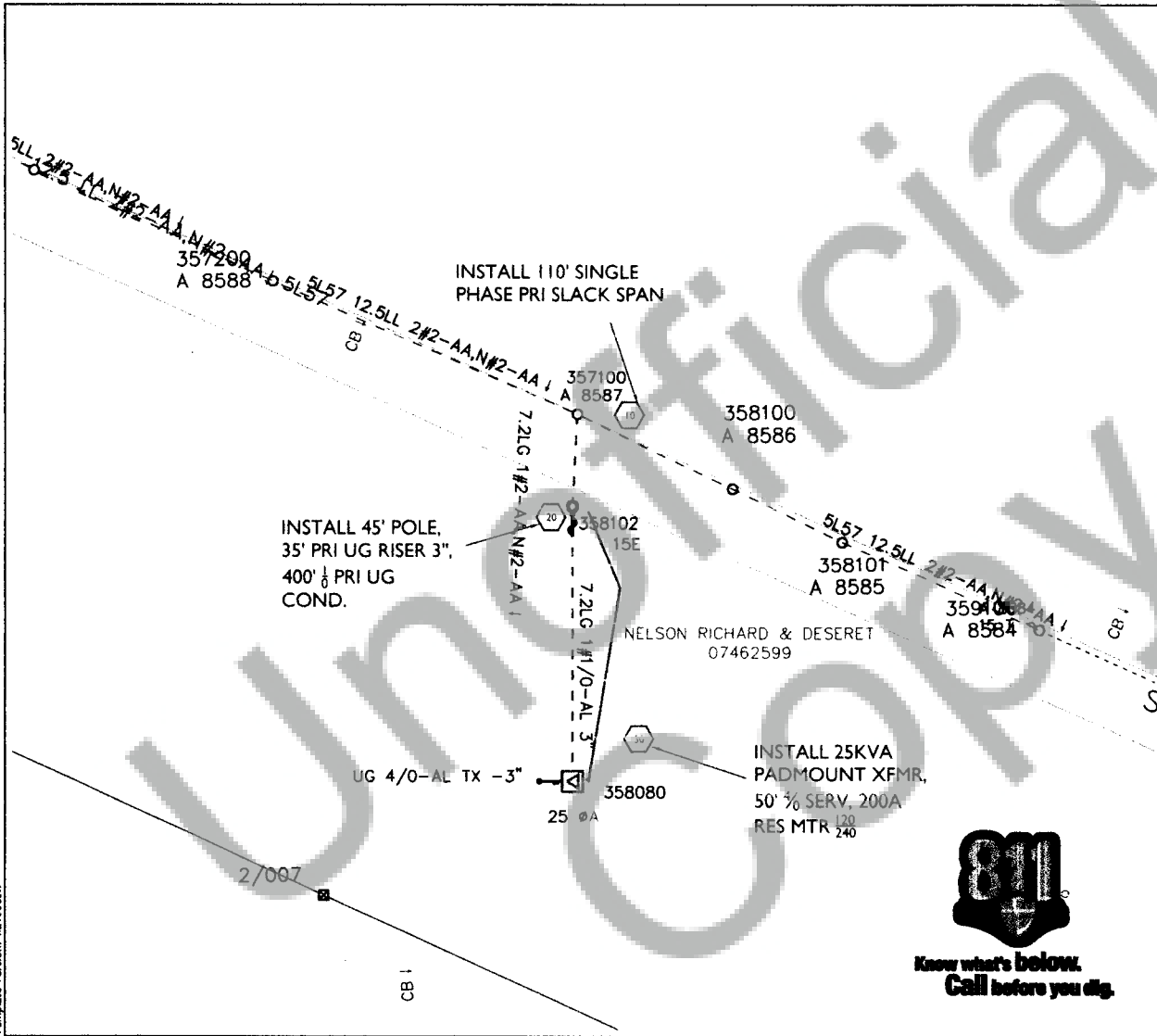
of Richard Nelson, Doreen Nelson  
Name of Entity on behalf of whom this instrument was executed



Nadja Christina Blomquist  
Notary Public

My commission expires: February 12, 2027

Unofficial Copy



Know what's below.  
Call before you dig.

		1 OF 1	
		EST ID# P67320	Print Date 11/12/2025
Scale 1" = 200'	Job Start Date	Job Complete Date	<input type="checkbox"/> Post Jobs <input type="checkbox"/> RQII <input type="checkbox"/> Posted
Foreman	Emp #	Map String 01434008.0	Circuit 5L57
CC# 11176	WO# / REQ# 007462599	Customer: RICHARD NELSON	Address: 9610 SPRAGUE RIVER RD # NEXTDR CHILLOQ