

WASHINGTON AFFILIATED INTEREST FILING

ATTACHMENT A

RIGHT OF WAY EASEMENT

Return to: Pacific Power
P.O. Box 248
Albany, OR 97321

CC#: 11261 WO#: 6738677

RIGHT OF WAY
EASEMENT

For value received, **Wells Fargo Bank, N.A., a national banking association, successor-in-interest to First National Bank of Oregon, a national banking association** ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), subject to all existing encumbrances and matters of public record, a perpetual easement for a right of way **10** feet in width and **255** feet in length, more or less (the "Easement Area"), for the construction, reconstruction, operation, maintenance, repair, replacement, and removal of Grantee's electric power transmission, distribution and communication lines and all necessary accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, wires, fibers, cables and other conductors and conduits therefor; along the general course now located by Grantee on, over, across or under the surface of the real property of Grantor in **Benton** County, State of **Oregon**. The Easement Area is more particularly described as follows and/or shown on Exhibit(s) **A & B** attached hereto and by this reference made a part hereof:

A portion of:

Lots 7, 8, 9, 10, 11 and 12, Block 12, Original Town of Marysville, now City of Corvallis

Assessor's Map No. 11535DC06000

Parcel No. 123384

Together with the right of ingress and egress, for Grantee, its contractors, or agents, to the Easement Area 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 Easement Area clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities. Grantee shall use the Easement Area in a manner that does not unreasonably interfere with the normal business operations of Grantor or its employees, tenants, contractors, licensees, assignees, successors, agents, employees and invitees on the adjacent lands. Grantee shall (i) accept the Easement Area in its "as-is" and "where-is" condition and without any warranty or representation whatsoever from Grantor regarding its size, condition or suitability for Grantee's intended use, (ii) not store, use or dispose of any hazardous or flammable materials on or about the Easement Area, and (iii) indemnify, defend and hold Grantor harmless from and against any property damage, injuries or deaths which arise out of or in any way relate to the use of the Easement Area by Grantee or its employees, assignees, licensees, contractors, subcontractors and agents.

At no time shall Grantor place, use or permit any equipment, material or vegetation of any kind on the Easement Area that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials, on or within the boundaries of the Easement Area. Subject to the foregoing limitations, the surface of the Easement Area may be used for other purposes not inconsistent 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.

The rights and obligations of the parties hereto shall be binding upon and shall benefit and burden their respective heirs, successors and assigns and shall run with the land.

Dated this _____ day of _ _ _ _ _ , 20__.

“Grantor”
Wells Fargo Bank, N.A.,
a national banking association

By: _____
David Danis
Senior Vice President

By: _____
Josh Gutzwiler
Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

ACKNOWLEDGMENT

State of California
County of _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

My commission expires:

Commission number:

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

My commission expires:

Commission number:

(Seal)

PROPERTY DESCRIPTION

SECTION: 35 TOWNSHIP: 11 S, RANGE: 05 W WILLAMETTE MERIDIAN
BENTON COUNTY, OREGON TAX LOT # 11535DC06000 (123384)



COST CENTER 11261 WO# 6738677

LANDOWNER: FIRST NATIONAL BANK OF OREGON

DRAWN BY: K. WHEELER

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 BOUNDRIES OF THE DESCRIBED EASEMENT AREA.

EXHIBIT B



SCALE = NONE

PROPERTY DESCRIPTION

SECTION: 35 TOWNSHIP: 11 S, RANGE: 05 W WILLAMETTE MERIDIAN
BENTON COUNTY, OREGON TAX LOT # 11535DC06000 (123384)



AN EASEMENT FOR PACIFICORP 10' IN WIDTH & 255' IN LENGTH, MORE OR LESS, RUNNING THE ENTIRE LENGTH OF THE EASTERN MOST PROPERTY LINE ALONG CITY ALLEY, ENCOMPASSING PACIFICORP FACILITIES.

COST CENTER 11261 WO# 6738677

LANDOWNER: FIRST NATIONAL BANK OF OREGON

DRAWN BY: K. WHEELER

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 BOUNDRIES OF THE DESCRIBED EASEMENT AREA.

EXHIBIT A



SCALE = NONE