

6045

M-66
Vol Page

4977

PACIFIC POWER & LIGHT COMPANY

AGREEMENT

THIS AGREEMENT, Made and entered into this 22 day of September, 1964, by and between PACIFIC POWER & LIGHT COMPANY, a Maine corporation, hereinafter referred to as "Pacific", and MEADOWS DRAINAGE DISTRICT, a quasi-municipal corporation, hereinafter referred to as "District";

W I T N E S S E T H:

WHEREAS, each of the parties hereto has secured an easement and right of way upon and across the following-described parcels of real property from the record title holders of each of said parcels, to-wit:

SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$, all in Section 6; W $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 7; W $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 18; W $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 19, less the southerly 600 feet, plus or minus, not included in this ownership, all in Township 34 S., R 7 $\frac{1}{2}$ E. W.M., Klamath County, Oregon

A portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 34 S., R.7 $\frac{1}{2}$ E.W.M.; the S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, Township 34 S., R.6 E.W.M., Klamath County, Oregon,

and

WHEREAS, it is mutually desirable to the parties hereto that they both shall occupy said rights of way.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinafter contained, it is understood and agreed as follows;

Each of the parties hereto may occupy, without being held for trespass, the right of way and easement which each of said parties has secured from the record title holders of the property hereinabove described.

Before installing, erecting or altering any of the facilities which either of the parties may have upon said rights of way, each party shall first secure the written consent of the other party. Such consent shall not be withheld arbitrarily but shall be withheld only for good cause.

This agreement is intended to allow the parties hereto to beneficially occupy the rights of way which each has with as little interference with the other's facilities and use of said rights of way as possible and with as little interference and inconvenience to the record title holders' use and occupancy of said lands.

(Agreement - 1)

18

87-14-117-16

4978

Successors, representatives and assigns of the parties hereto are hereby deemed to be bound and benefited by the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this the day and year first hereinabove written.

PACIFIC POWER & LIGHT COMPANY

BY E. Robert DeLuca

MEADOWS DRAINAGE DISTRICT

BY Thos. W. Hawkins

STATE OF OREGON) ss. APRIL 4TH, 1966
County of KLAMATH)

Personally appeared E. ROBERT DE LUCCA, who, being first duly sworn, did say that he is the VICE PRESIDENT of Pacific Power & Light Company and that the seal affixed to the foregoing agreement is the corporate seal of said corporation and that said agreement was signed and sealed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

E. Baker
NOTARY PUBLIC FOR OREGON
My Commission expires 3/11/68

STATE OF OREGON) ss. APRIL 4TH, 1966
County of KLAMATH)

Personally appeared Thos. W. Hawkins, who, being first duly sworn, did say that he the President of Meadows Drainage District, a quasi-municipal corporation, and that the seal affixed to the foregoing agreement is the corporate seal of said corporation and that said agreement was signed and sealed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

James M. Davis
NOTARY PUBLIC FOR OREGON
My commission expires July 10, 1968

(Agreement - 2)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at Pacific Power & Light Co.
this 6 day of May, 1966, at 1:21 o'clock P.M., and
duly recorded in Vol. M-66, of Deeds on Page 1977
Fee \$3.00
By Dorothy Rogers, County Clerk

P.P.&L Co.
Counsel
Staff:

19
83
19