

Return to: ^{PK} Pacific Power
1950 Mallard Ln
Klamath Fall, OR 97601

CC#: 11176 WO#: 02226651

RIGHT OF WAY EASEMENT

For value received, Cecil R. Sommers and Mildred K. Sommers, ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 20 feet in width and 810 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, 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 or under the surface of the real property of Grantor in Klamath County, State of Oregon, more particularly described as follows and as more particularly described and/or shown on Exhibit(s) A,B, & C & attached hereto and by this reference made a part hereof:

Together with the right of access 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 or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), 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 agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

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

DATED this 14 day of May, 2003.Cecil R. Sommers

Grantor(s) Cecil R. Sommers

Mildred K. Sommers

Mildred K. Sommers

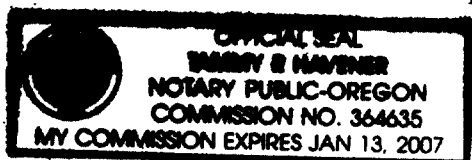
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)

ss.

County of Klamath)This instrument was acknowledged before me on this 14 day of May, 2003, byCecil R. Sommers & Mildred K. SommersJohnny R. Ruener

Notary Public

My commission expires Jan. 13, 2007

State of Oregon, County of Klamath
Recorded 06/09/2003 2:32 p. m.
Vol M03 Pg 39223-26
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 4

EXHIBIT A

MAR-28-2003 09:45

AMERITITLE

541 885 2461

P.04/06

26386

96 OCT -7 P356

WARRANTY DEED

Vol. 796 Page 31851

39224

KNOW ALL MEN BY THESE PRESENTS, That NORMAN MILLER ANDERSON and LAVINA A. ANDERSON, husband and wife, hereinafter called the grantors, for the consideration hereinafter stated, to grantor paid by CECIL R. SOMMERS and MILDRED K. SOMMERS, husband and wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the this grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

SEE ATTACHED EXHIBIT A

"This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses."

To Have and to Hold the same unto the said grantees and grantees' heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except those of record and those apparent upon the land, if any, as of the date of this deed, and that grantor will warrant and forever defend the said premises and every part of parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars is Forty Three Thousand Five Hundred Dollars (\$43,500.00).

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 6 day of April, 1992; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Norman Miller Anderson
NORMAN MILLER ANDERSON

Lavina A. Anderson
LAVINA A. ANDERSON

STATE OF OREGON, County of Klamath)ss.

Subscribed and sworn to before me by NORMAN MILLER ANDERSON and LAVINA A. ANDERSON and acknowledges the foregoing instrument to be their voluntary act and deed.
UNDA L. BAUGHMAN
NOTARY PUBLIC - OREGON
COMMISSION NO. A 608457
BY COMMISSION EXPIRES MAY 03, 1995

Before me: *Unda L. Baughman*
Notary Public for Oregon
My Commission Expires 5-1-95

NORMAN & LAVINA ANDERSON
P O Box 231
Beatty, OR 97621
Grantor

CECIL & MILDRED SOMMERS
P O Box 99
Beatty, OR 97621
Grantees

After recording return to:
CECIL & MILDRED SOMMERS
P O Box 99
Beatty, OR 97621
1422 1/2 Main Street
Beatty, OR 97621

Until a change is
requested, all documents
shall be sent to the following address:

SAME

STATE OF OREGON, County of Klamath)ss.

I certify that the within instrument
received for record on the ___ day of
___, 19___, at ___ o'clock ___ M.,
and recorded in book/file/volume No. ___
on page ___ or as fee/file/instrument/
microfilm/reception No. ___. Recorded of
Deeds of said county.

Witness my hand and seal of County affixed.

Name _____ This _____
By _____ Deputy

35

EXHIBIT B

39225

All of Lots 19, 20, 22, and parts of Lots 21, 27, 28, 29, and 30 as follows: Beginning at the Northwest corner of said Lot 20; thence South along the West line of said Lot 20 and 21 a distance of 700 feet, more or less, to the intersection of the Westerly extension of the North line of a tract conveyed to Clyde Peck by Deed recorded in Book 363, page 563, with the West line of said Lot 21; thence East along the North line of said Peck tract a distance of 239 feet to the Northeast corner thereof; thence South along the East line of said Peck tract and the Southerly extension thereof, a distance of 627 feet to the Southeast corner of a tract conveyed to Faydrex Incorporated, by deed in M-67 page 700; thence West along the South line of said tract a distance of 41 feet to the Northeast corner of a tract conveyed by deed recorded in Book 262 page 229; thence South along the East line of said tract and the Southerly extension thereof, a distance of 502.2 feet, more or less to its intersection with Westerly extension of the North line of a tract conveyed to Faydrex Incorporated by deed in M-67 page 702, and the East line of a tract described by deed recorded in Book 163 at page 449; thence East along said extended Faydrex line and the North line thereof, a distance of 280 feet to the Northeast corner thereof; thence South along the East line of said Faydrex tract and South along the East line of a tract conveyed by deed recorded in Book 242 page 377, a distance of 417 feet, more or less, to its intersection with the North line of a tract conveyed by deed recorded in Book 335 page 590; thence East along the North line of said tract a distance of 124.75 feet to the Northeast corner thereof; thence South along the East line of said tract a distance of 208.75 feet to the North line of a tract conveyed by deed recorded in Book 335 at page 57; thence East along the North line thereof a distance of 285.25 feet to the West line of a tract conveyed by deed recorded in Book 218 at page 460; thence North along the West line thereof, a distance of 77 feet to the Northwest corner thereof; thence East along the North line thereof a distance of 14.2 feet to the Southwest corner of a tract conveyed by deed recorded in Book 227 at page 113; thence North along the West line of said tract a distance of 418 feet to the Northwest corner thereof; thence East along the North line thereof, a distance of 239.3 feet to its intersection with the West line of a tract conveyed by deed recorded in Book 338 at page 476; thence North along the West line of said tract a distance of 207 feet to the Northwest corner thereof; thence East along the North line of said tract a distance of 178.7 feet to the Northeast corner thereof; thence South along the East line of said tract a distance of 625 feet to the North line of a tract conveyed by deed recorded in Book 344 at page 385, said point being 239 feet North of the South line of said Lot 30; thence East parallel to the South line of said Lot 30 a distance of 880 feet, more or less, to the Southwest corner of a tract conveyed by deed recorded in Book 343, page 123; thence North along the West line of said tract a distance of 418 feet to the South line of a tract conveyed by deed recorded in Book 135 at page 608; thence West along the South line of said tract a distance of 22 feet to the Southwest corner thereof; thence North along the West line of said tract a distance of 470 feet to the Northwest corner thereof; thence East along the North line of said tract 470 feet to the East line of Lot 27; thence North along the East line of said Lots 27, 22, and 19, to the Northeast corner of said Lot 19; thence West along the North line of Lots 19 and 20 to the point of beginning, of Section 14, Township 36 South, Range 12 East of the Willamette Meridian.

SUBJECT TO:

1. Rights of the public in and to any portion of the herein described premises lying within the limit of streets, roads or highways.
2. The assessment roll and the tax roll disclose that the premises herein described have been specifically assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied; in addition thereto, a penalty may be levied if notice of disqualification is not timely given.
3. An easement created by instrument, subject to the terms and provisions thereof dated September 11, 1933 and recorded in Vol. 286 page 57, Microfilm Records of Klamath County, Oregon on August 17, 1956. Said easement being a 30 foot wide right of way along the West line of Section 14 in favor of the United States of America.
4. The terms and provisions of that deed dated July 9, 1969, recorded July 10, 1969 in Volume M69 page 6010, to wit, "All contracts, water rights, proceedings, taxes and assessments relating to irrigation, drainage, and/or reclamation of said lands; and all rights of way for roads, ditches, canals, and conduits, if any there may be."
5. The presently pending Klamath River adjudication to which seller warrants that he has filed a claim for 1864 water rights; and to which water rights he will participate with and aid purchaser to succeed to, and to which when adjudicated shall become the property of purchaser.

EXHIBIT "A"

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amesville the 24th day
of October A.D. 19 1966 at 3:56 o'clock P.M. and duly recorded in Vol. 3886
of Deeds on Page 31851

FEES \$35.00

Bernetha G. Letach County Clerk

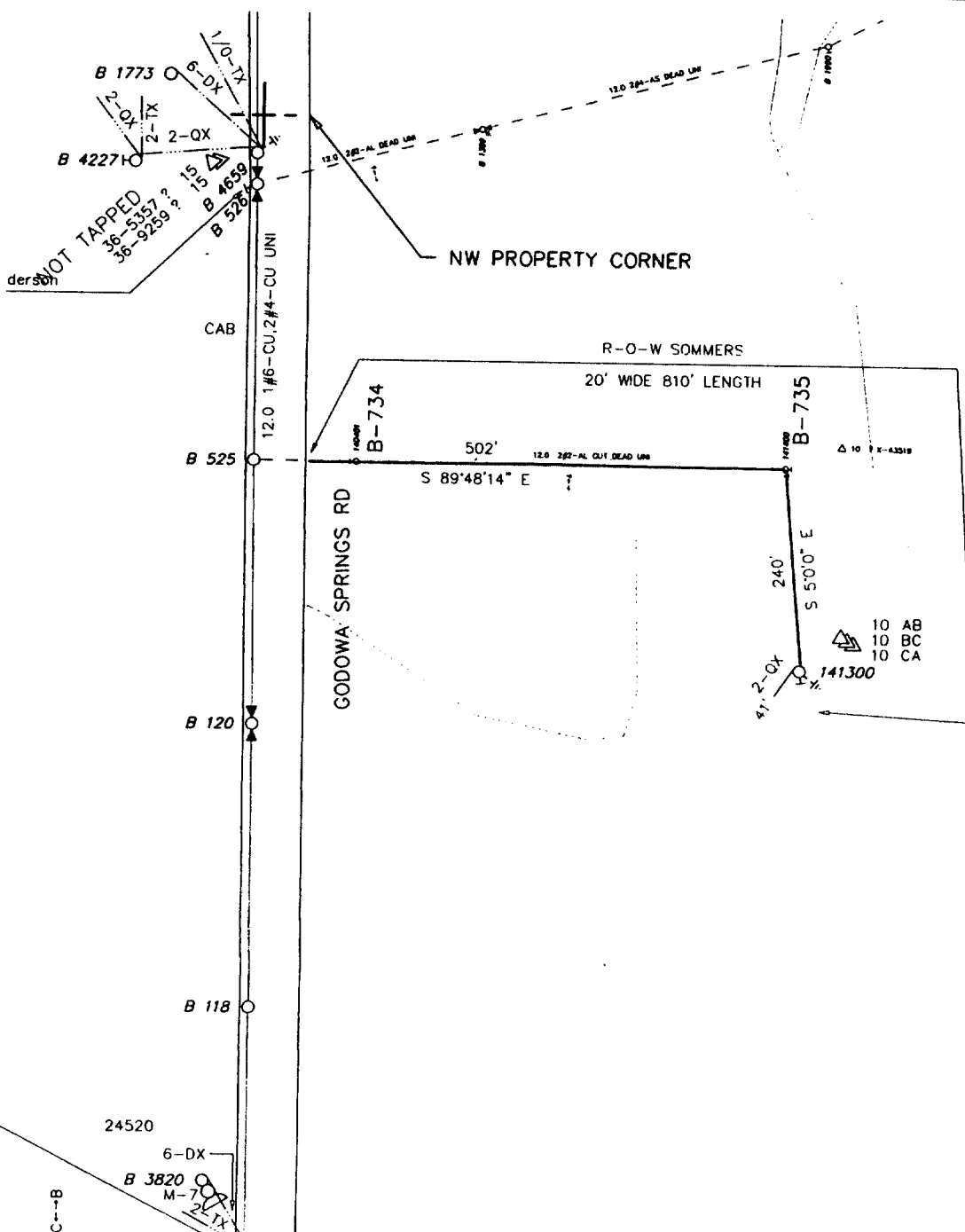
By Kathleen R. R.



39226

SCALE:

SHEET OF

ROW #



Foreman		Emp #	Job Start Date		 
CC#	WO# / REQ#	Map String	Job Comp Date		
11176	002226651	01436012.0			1 OF 1
CUSTOMER : R-O-W SOMMERS ADDRESS : GODOWA SPRINGS RD			Circuit 5L1	Post Jobs <input type="checkbox"/> RQH <input type="checkbox"/> Posted <input type="checkbox"/>	EST ID# 24872
				Print Date 03/28/03	Scale 1=200'