

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

CC# 11176 WO #02228322

'03 JUL 1 AM 8:39

RIGHT OF WAY EASEMENT

Vol M03 Page 45256

For value received, Harry R. Pastore ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a non-exclusive easement for a right of way 10 feet in width and 94 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of an underground electric distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults on, across, 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 A, B 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 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 23RD day of JUNE, 2003.

Harry R. Pastore  
Harry R. Pastore (Grantor)

INDIVIDUAL ACKNOWLEDGMENT

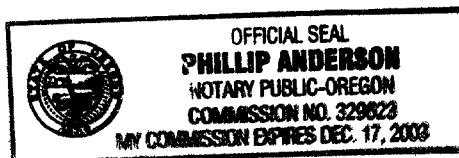
STATE OF OREGON

County of KLAMATH SS.

This instrument was acknowledged before me on this 23RD day of JUNE, 2003, by

HARRY R PASTORE

Phillip Anderson  
Notary Public  
My commission expires: 12/17/2003



State of Oregon, County of Klamath  
Recorded 07/01/2003 8:39 a.m.  
Vol M03 Pg 45256-58  
Linda Smith, County Clerk  
Fee \$ 3/00 # of Pgs 3

31 ✓

# Property Description

45257



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After recording return to:

HARRY R. PASTORE

3903 MAZAMA DRIVE

KLAMATH FALLS, OR 97603

Until a change is requested all  
tax statements shall be sent to  
the following address:

HARRY R. PASTORE

3903 MAZAMA DRIVE

KLAMATH FALLS, OR 97603

Escrow No. MT59833-KR

Title No. \_\_\_\_\_

State of Oregon, County of Klamath

Recorded 02/27/2003 3:05 p m.

Vol M03 Pg 12109

Linda Smith, County Clerk

Fee \$ 21.00 # of Pgs 1

'03 FEB 27 PM3:05

## WARRANTY DEED

ROBERT D. MASSEY and THOMAS A. MASSEY, VICTORIA L. SCOTT and ANDREA C. MC  
CLORY,

Grantor(s) hereby grant, bargain, sell, warrant and convey to:

HARRY R. PASTORE

Grantee(s) and grantee's heirs, successors and assigns the following described  
real property, free of encumbrances except as specifically set forth herein in  
the County of KLAMATH and State of Oregon, to wit:

Lot 1 in Block 2 of MAZAMA GARDENS, according to the official plat  
thereof on file in the office of the County Clerk of Klamath County,  
Oregon.

KEY #546868

ACCT #3909-010DD-01400

SUBJECT TO: all those items of record and those apparent upon the land, if  
any, as of the date of this deed and those shown below, if any:  
and the grantor will warrant and forever defend the said premises and every  
part and 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 for this conveyance is \$ 109,500.00.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST  
PRACTICES AS DEFINED IN ORS 30.930.

Dated this 25 day of FEB. 2003.

① Robert D. Massey  
ROBERT D. MASSEY  
② Thomas A. Massey  
THOMAS A. MASSEY  
BY: Robert D. Massey  
ROBERT D. MASSEY, HIS  
ATTORNEY-IN-FACT  
③ Victoria L. Scott  
VICTORIA L. SCOTT  
BY: Robert D. Massey  
ROBERT D. MASSEY, HER  
ATTORNEY-IN-FACT  
④ Andrea C. McClory  
ANDREA C. MC CLORY  
BY: Robert D. Massey  
ROBERT D. MASSEY, HER  
ATTORNEY-IN-FACT

CC#: 11176

WO#: 02228322

NAME: Pastore

DRAWN BY: Maggie Hodny

This drawing should be used only as a representation of  
the location of the easement being conveyed. The exact  
location of all structures, lines and appurtenances is  
subject to change within the boundaries of the described  
easement area.

### PacifiCorp

## EXHIBIT A

SCALE NTS

SHEET 1 OF 1

ROW #20035155

