

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

CC#: 11176 WO#: 02228322

RIGHT OF WAY EASEMENT

Vol M04 Page 01968

04 JAN 13 PM 2:35

For value received, Mark J. Clark and Karen Jean Clark, ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 123 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: 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, 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 19 day of June, 2003.

Mark J. Clark
Grantor(s) Mark J. Clark

Karen Jean Clark
Grantor(s) Karen Jean Clark

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon

ss.

County of Klamath

This instrument was acknowledged before me on this 19 day of June, 2003, by
Mark J Clark + Karen Jean Clark

Sandra Coffman

Notary Public

My commission expires: Nov 25, 2003



State of Oregon, County of Klamath
Recorded 01/13/2004 2:35 p. m
Vol M04 Pg 1968-71
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

112-17853

01969

12A

WARRANTY DEED-TENANTS BY ENTIRETY Vol. 1187 Page 5321

72932

KNOW ALL MEN BY THESE PRESENTS, That ED GREENWOOD and RUTH H. GREENWOOD, as tenants by the entirety

hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by MARK J. CLARK and KAREN JEAN CLARK, husband and wife, hereinafter called the grantees, do hereby grant, bargain, sell and convey unto the grantees, as tenants by the entirety, the heirs of the survivor and their assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

The Easterly 74 feet of Lot 2 and the Westerly 41 feet of Lot 3 in Block 1 of MAZAMA GARDENS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the above described and granted premises unto the said grantees, as tenants by the entirety, their heirs and assigns forever.

And grantor hereby covenants to and with grantees and the heirs of the survivor and their assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as noted on the reverse hereof

and that 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 paid for this transfer, stated in terms of dollars, is \$ 56,000.00

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 31 day of March, 1987; 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.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Ed Greenwood
ED GREENWOOD

Ruth H. Greenwood
RUTH H. GREENWOOD

STATE OF OREGON,
County of Klamath
March 31, 1987

STATE OF OREGON, County of Klamath, ss.
Personally appeared _____, 1987

Personally appeared the above named
ED GREENWOOD & RUTH H.
GREENWOOD, husband and wife.

and acknowledged the foregoing instrument to be their voluntary act and deed.

Personally appeared _____, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires 6-16-88

Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

(If executed by a corporation, affix corporate seal)

Ed & Ruth H. Greenwood
3813 Mazama Drive
Klamath Falls OR 97603

Mark J. & Karen J. Clark
3902 Barry Avenue
Klamath Falls OR 97603

After recording return to:
Klamath 1st Fed
340 Main
Klamath Falls, OR
NAME, ADDRESS, ZIP
Should a change be requested all her statements shall be sent to the following address:
NAME, ADDRESS, ZIP

STATE OF OREGON,
County of Klamath, ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____.
Record of Deeds of said county.
Witness my hand and seal of County of Klamath.

By _____ Deputy

EXHIBIT

The property conveyed on the reverse hereof is conveyed subject to the following encumbrances:

- 1) The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.
- 2) The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
- 3) Reservations and restrictions as contained in plat dedication, to-wit:
 "(1) Easements for future public utilities, irrigation, and drainage ditches as shown on the annexed plat. (2) Easements to provide ingress and egress for construction and maintenance of said utilities, irrigation, and drainage ditches. (3) No changes will be made in the present irrigation and/or drain ditches without the consent of the Klamath Irrigation District, its successors or assigns. (4) Building set-back lines as shown on the annexed plat. (5) All easements and reservations of record and additional restrictions as provided in any recorded protective covenants. This plat is approved subject to the following conditions: 1. The owners of the land in this subdivision, their heirs and assigns in whom title may be vested, shall always at their own expense properly install, maintain, and operate such irrigation system. 2. The Klamath Irrigation District, its successors or assigns, and the United States, person, firm, or corporation operating the irrigation works of the Klamath Irrigation District, shall never be liable for damage caused by improper construction, operation, or care of such system or for lack of sufficient water for irrigation. 3. The liability of the operators of the Klamath Irrigation District shall be limited to the delivery of water at established outlets of the USBP canal. 4. The lands will always be subject to irrigation assessments whether or not irrigation water is furnished or used."
- 4) Subject to a 20 foot building setback from Mazama Drive as shown on dedicated plat.
- 5) Subject to an 8 foot utilities easement over North lot line as shown on dedicated plat.
- 6) Declaration of conditions and Restrictions, subject to the terms and provisions thereof, recorded September 19, 1968 in Volume M68 at page 8485, Microfilm Records of Klamath County, Oregon.
- 7) Reservations or exceptions in patents or in Acts authorizing the issuance thereof.

EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 31st day of March A.D. 19 87 at 3:16 o'clock P. M., and duly recorded in Vol. M87 of Deeds on Page 5321.

PRE \$14.00

By Evalyn Biehn, County Clerk [Signature]

01971

SE 1/4 SE 1/4 SEC. 10 T. 39 S. R. 09 E.

W.M.

