

RECORDING REQUESTED BY:

GRANTOR: COLUMBIA PLYWOOD
CORPORATION
GRANTOR:

GRANTEE: PACIFICORP

RETURN TO:

PACIFIC POWER
1950 MALLARD LANE
KLAMATH FALLS, OR 97601

M05-71142

Klamath County, Oregon

12/15/2005 09:56:16 AM

Pages 5 Fee: \$41.00

RIGHT OF WAY EASEMENT

RECEIVED

BY: DW 1200

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, COLUMBIA PLYWOOD CORPORATION ("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 550 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 therefore; 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(s) A attached hereto and by this reference made a part hereof:

Said property generally located in the NE 1/4 of Section 18 Township 39 S Range 9 E of the Willamette Meridian and more specifically described in Volume M84 Page 5895 in the official records of Klamath County.

Assessor's Map No. R-3909-01700-01300-000

Tax Parcel No. 1300

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 therefore) 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, 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 9 day of Nov, 2005.

King Burgett
(Grantor)

(Grantor)

INDIVIDUAL OR REPRESENTATIVE ACKNOWLEDGEMENT

State of Oregon

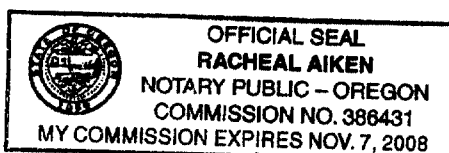
County of Klamath

On November 9, 2005

before me, Racheal Aiken, Notary Public
Name, Title or Officer (eg Jane Doe, Notary Public)

personally appeared King Burgett
Name(s) of Signer(s)

☒ personally known to me ~ OR ~ ☐ 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 which the person(s) acted, executed this instrument

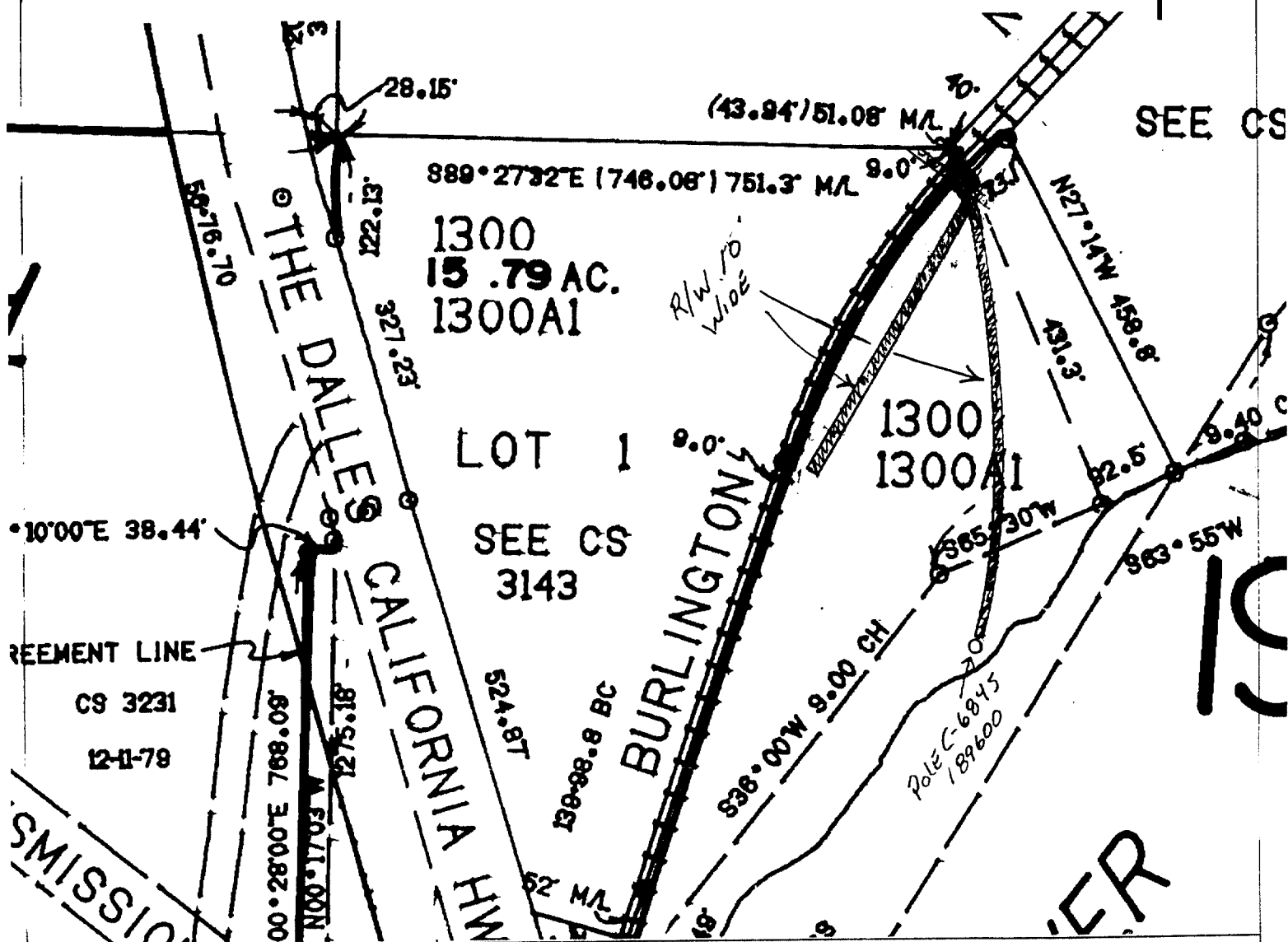


WITNESS my hand and official seal.

Racheal Aiken
SIGNATURE OF NOTARY

Section: 18 Township: 39 (N or S) Range: 9 (E or W) W Meridian
County: Klamath State: OR
Parcel Number: 1300

N



#:

WO#: 2716832

andowner Name: Columbia Plywood

rawn by: DM

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.

EXHIBIT A

PacifiCorp

SCALE:

35401

WARRANTY DEED

Vol. 184 Page 5895

KNOW ALL MEN BY THESE PRESENTS, That D. G. SHELTER PRODUCTS COMPANY,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by COLUMBIA PLYWOOD CORPORATION, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said 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:

A tract of land situated in the NW $\frac{1}{4}$, Section 17, and the NE $\frac{1}{4}$, Section 18, Township 39 S., R. 9 E.W.M., more particularly described as follows: Beginning at a 2-inch iron pipe on the southeasterly right of way line of the Burlington Northern Railroad (formerly Great Northern Railroad) from which the Northeast corner of said Section 18 bears N. 02°33'44" E. 776.39 feet; thence S. 27°15'48" E. 822.93 feet to a 2-inch iron pipe on the bank of Klamath River as described in Deed Volume 337, Page 60, of the Klamath County Deed Records; thence along the lines of said Deed Volume, S. 72°28'30" W. 599.50 feet to a 5/8 inch iron pin with plastic cap, S. 63°55'00" W. 93.00 feet to a 5/8 inch iron pin marking the Southeast corner of that tract of land described in Deed Volume M69, Page 8019, of the Klamath County Deed Records; thence N. 27°15'48"

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE) (continued on reverse)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as herein stated,

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 \$ 20,000.00
~~WHEREAS, the above consideration consists of cash paid to the grantor by the grantee, and the grantor has received the same, and the grantor has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.~~
 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 27th day of March, 1984; 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.

(If executed by a corporation, affix corporate seal)

D. G. SHELTER PRODUCTS COMPANY
 By T. J. Monterossi President
 By _____

STATE OF OREGON, } ss.
 County of _____ }
 19____

Personally appeared the above named _____

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

Before me:

(OFFICIAL SEAL)

Irene T. Kellay

Notary Public for Oregon

My commission expires: _____

STATE OF OREGON, County of Klamath) ss.
March 27, 1984.

Personally appeared T. J. MONTEROSS and _____ 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 D. G. SHELTER PRODUCTS COMPANY

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

Before me:

Irene T. Kellay

Notary Public for Oregon

My commission expires: 2-2-87

STATE OF OREGON, } ss.

County of _____
 I certify that the within instrument was received for record on the _____ day of _____, 19____

at _____ o'clock _____ M., and recorded in book/roll/volume No. _____ on page _____ or as document/tee/tic/instrument/microfilm No. _____
 Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By T. J. Monterossi

EXHIBIT "B"

1984 APR 10 AM 10

the Great Northern Railway Company, as now located and constructed, being the true point of beginning of this description; thence continuing South $24^{\circ}00'$ East 424 feet, more or less, to the low water mark on the Northwesterly bank of the Klamath River; thence Southwesterly along said River Bank to the south line of said Lot 1; thence North $89^{\circ}19'$ West along said South line 129.5 feet; more or less, to a point 26.5 feet distant Southeasterly measured at right angles from the center line of said railway, as now located and constructed; thence Northeasterly parallel with said center line and 26.5 feet distant therefrom to the true point of beginning.

PARCEL NO. 3: All that portion of Section 18, Township 39 South, Range 9 East, Willamette Meridian, in Klamath County, Oregon, described as follows:

Beginning at the corner common to Sections 7, 8, 17 and 18 of said Township and Range, thence South $0^{\circ}54'30''$ West, 679.9 feet; thence South $41^{\circ}31'$ West, 875.9 feet; thence South 24° East, 43.96 feet to the true point of beginning of this description; thence South 24° East, 431.13 feet; thence North $63^{\circ}55'$ East, 92.5 feet; thence North $27^{\circ}14'$ West, 458.8 feet to a point; thence South $41^{\circ}31'$ West, 73.1 feet to the true point of beginning;

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer stated in terms of dollars, is \$0.00.

In construing this deed the singular includes the plural as the circumstances may require.

Done by order of the grantor's board of directors, with its corporate seal attached, effective the 1st day of January, 1969.

KLAMATH PLYWOOD CORPORATION

By Kirk R. Cooper
Kirk R. Cooper, President

By John B. Souther
John B. Souther, Secretary

STATE OF OREGON
County of Multnomah } ss.
January 21, 1969

Personally appeared Kirk R. Cooper and John B. Souther, 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 Klamath Plywood Corporation, a corporation, and

EXHIBIT "B"