

M06-04077

Klamath County, Oregon

03/06/2006 12:25:36 PM

Pages 4 Fee: \$36.00

RECORDING REQUESTED BY:

GRANTOR: Jacques Ginestar
GRANTOR: Tonya Ginestar

GRANTEE: PACIFICORP

RETURN TO:

o/p PACIFIC POWER
1950 MALLARD LANE
KLAMATH FALLS, OR 97601

RIGHT OF WAY EASEMENT

RECEIVED

BY: 272 1156

36✓

Return to: Pacific Power
1950 Mallard Lane
Klamath Falls, Oregon 97601

CC#: 11176 WO#: 2648060

OVERHEAD RIGHT OF WAY EASEMENT

For value received, Jacques & Tonya Ginestar, ("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 400 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, 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:

Said property generally located in the SW 1/4 of Sw 1/4 of Section 19, Township 39S, Range 11.5E, of the Willamette Meridian and more specifically described in Volume M97, Page 7243 in the official records of Klamath County.

Assessor's Map No. R-3911-V1900-0060-000

Tax Parcel No. 00600

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 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 7th day of OCT., 2005.

Jacques Ginestar
Grantor(s)

Tonya M. Ginestar
Grantor(s)

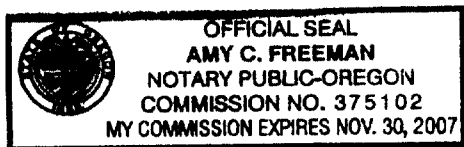
INDIVIDUAL OR REPRESENTATIVE ACKNOWLEDGEMENT

State of Oregon }
County of Klamath } ss

On Oct. 7, 2005 before me, Amy C Freeman Notary Public
Name, Title or Officer (eg Jane Doe, Notary Public)

personally appeared Jacques Ginestar
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.

Amy C Freeman
SIGNATURE OF NOTARY

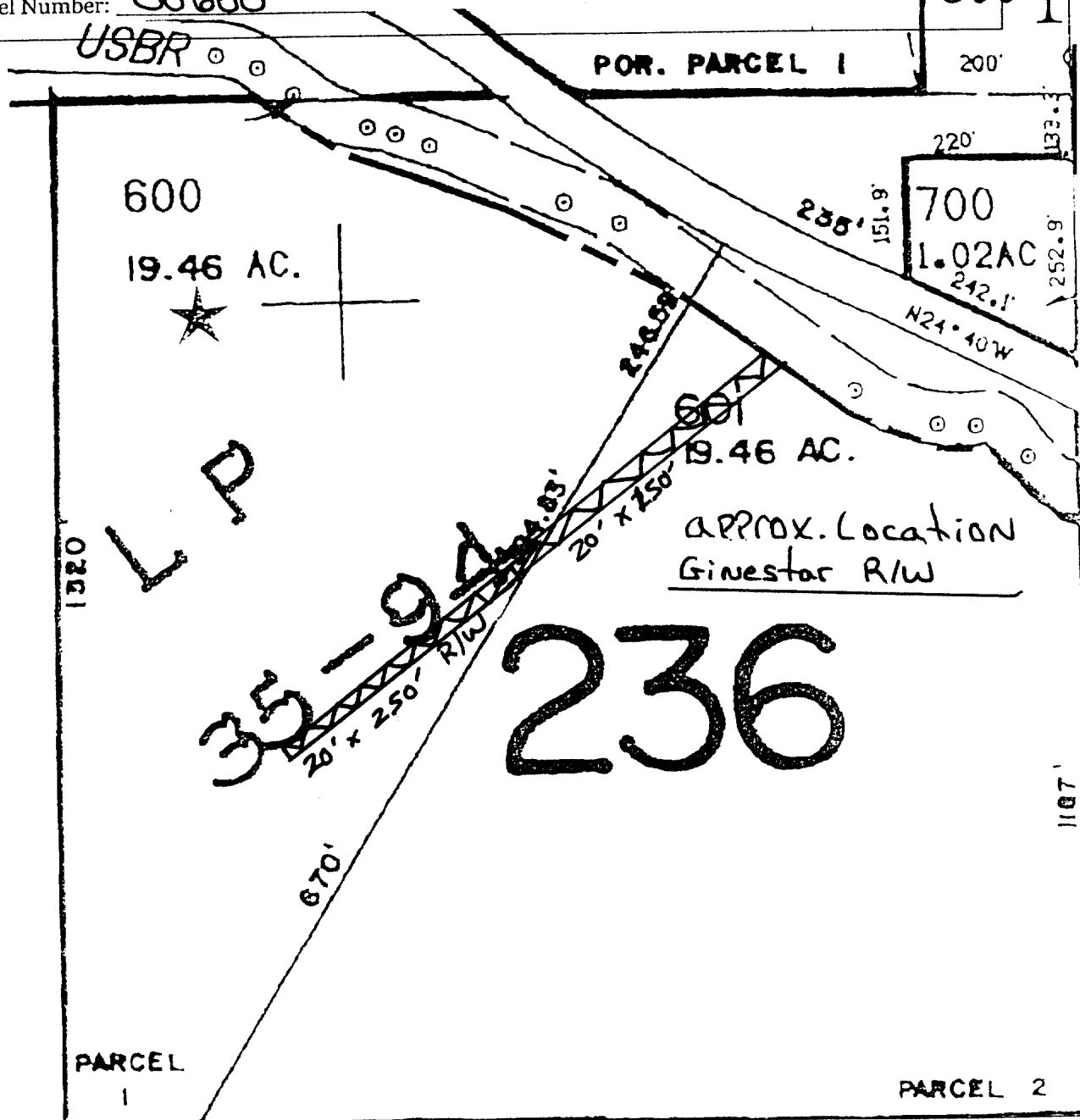
Property Description

SW 1/4 SW 1/4

Section: 19 Township: 39 S (N or S), Range: 11.5 (E or W) Willamette Meridian

County: Klamath State: OR

Parcel Number: 00600



11176 WO#: 02648060

Landowner Name: Ginestar

Drawn by: Bim Alder

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: N.T.S.

Property Description

FORM No. 505 - WARRANTY DEED (Individual or Corporate)

34228 97 MAR 12 P2:28 Vol. 111 Page 7213

Jack & Tonya Ginestar
17550 South Fox Valley Rd
Klamath Falls, OR 97603
Martha Ginestar
17430 South Fox Valley Rd
Klamath Falls, OR 97603

After recording, return to Grantor, Addressee, etc.
Jack Ginestar
17550 S. Fox Valley Rd
Klamath Falls, OR 97603

Grantor's Name and Address

SPACE RESERVED FOR RECORDING'S USE

STATE OF OREGON, County of Klamath

Notarize that the within instrument was received for record on the 12 day of March, 1997, at 2 o'clock P.M., and recorded in book/reel/volume No. 111 on page 7213 and/or as fee/file/instrument/microfilm/reception No. 111. Record of Deeds of said County.

Witness my hand and seal of County affixed.

By _____ Deputy

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that Jacques and Tonya Ginestar hereinafter called grantor, in the consideration hereinafter stated, to grantor paid by Martha Ginestar hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns that certain real property, with the improvements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in Klamath County, State of Oregon, described as follows, to-wit:

See Exhibit "A" attached

Cancels contract recorded 2/26/96 in vol mapo page 5137

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE

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

And grantor hereby covenants to and with 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 (if no exceptions, so state):

and that grantor will warrant and forever defend the 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 \$ 0. However, the actual consideration consists of or includes other property or value given or promised which is ☐ the whole ☐ part of the (indicate which) consideration. (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.730.)

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

In witness whereof, the grantor has executed this instrument this 12 day of March, 1997, if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

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 30.830.

Tonya Ginestar
Jacques Ginestar

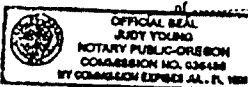
STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on February 21, 1997, by Tonya Ginestar and Jacques Ginestar.

This instrument was acknowledged before me on _____, 19____.

by _____

SA _____



Judy Young
Notary Public for Oregon
My commission expires 11/1/98

CO#: 11176

WO#: 002648060

NAME: Ginestar

DRAWN BY: Bim Olden

EXHIBIT B

PacifiCorp

SCALE:

N.T.S.

SHEET

OF

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