

2006-017931
Klamath County, Oregon

RECORDING REQUESTED BY:

GRANTOR: Micka Wells Limited
Partnership
GRANTOR: David Garrison



00003048200600179310060063

09/06/2006 12:20:36 PM

Fee: \$46.00

GRANTEE: PACIFICORP

RETURN TO:

PACIFIC POWER
1950 MALLARD LANE
KLAMATH FALLS, OR 97601

RIGHT OF WAY EASEMENT

RECEIVED
MAY 23 2006
BY: JB

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

CC#: 11176 WO#: 02808323

OVERHEAD RIGHT OF WAY EASEMENT

For value received, Micka Wells Family Limited Partnership #3 and Garrison David, ("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 660 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 and B attached hereto and by this reference made a part hereof:

Said property generally located in the NE 1/4 of the NW 1/4 of Section 6, Township 41 S, Range 12 E, of the Willamette Meridian and more specifically described in Volume M96, Page 17981 in the official records of Klamath County.

Assessor's Map No. R4112-00600-00300 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 16 day of May, 2006.

Micka Wells GEN PART
Grantor(s) Micka Wells Family Limited Partnership #3

Please see page 2 of this easement document JB
Grantor(s) David Garrison

INDIVIDUAL OR REPRESENTATIVE ACKNOWLEDGEMENT

State of Washington }
County of Pierce } ss

On May 16, 2006 before me, K.J. Slack, Notary Public
Name, Title or Officer (eg Jane Doe, Notary Public)

personally appeared Virgil R. Wells
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.

KJ Slack
SIGNATURE OF NOTARY

OVERHEAD RIGHT OF WAY EASEMENT

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The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns. DATED this 17 day of MAY, 2006.

Please see page 1 of this easement document JB

Grantor(s) Micka Wells Family Limited Partnership #3

David Garrison
Grantor(s) David Garrison

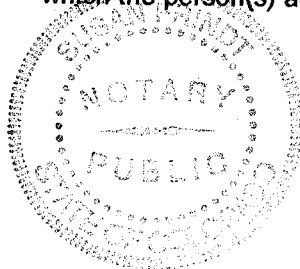
INDIVIDUAL OR REPRESENTATIVE ACKNOWLEDGEMENT

State of Colorado }
County of El Paso } ss

On May 17, 2006 before me, Susan Finkelt Notary Public
Name, Title or Officer (eg Jane Doe, Notary Public)

personally appeared David Garrison
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

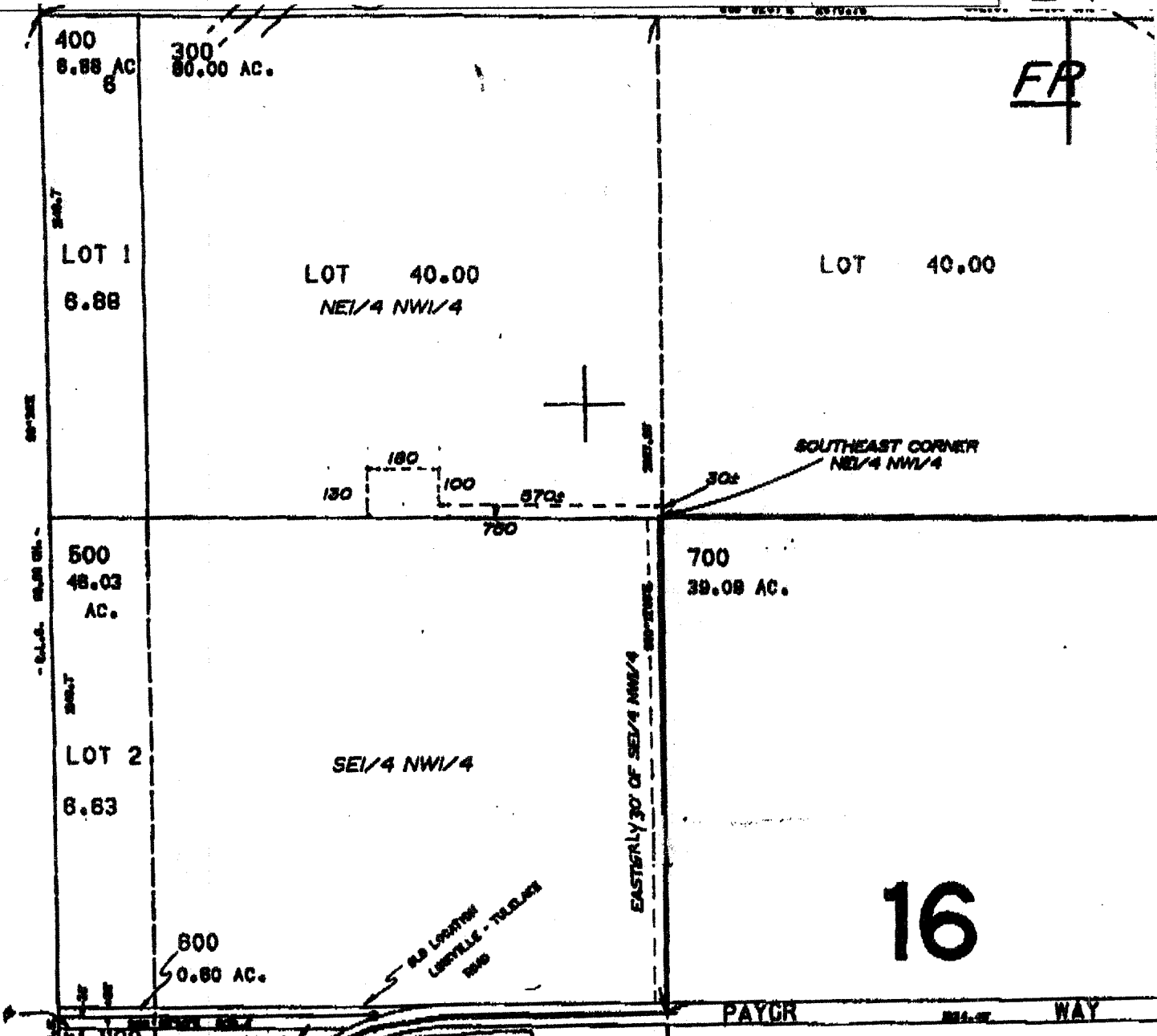


WITNESS my hand and official seal.

Susan Finkelt
SIGNATURE OF NOTARY

Property Description

Section: 6 Township: 41 (N or S) Range: 12 (E or W) W Meridian
County: Klamath State: OR.
Parcel Number: R 4112-00600-00300



CC#: 11176 WO#: 2808323

Landowner Name: MICKA WELLS LIMITED PARTNERSHIP

Drawn 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: NA

19975

96 JAN 17 P125

Vol 96 Page 17981

Warranty Deed -- Statutory Form

Virgil R. Wells and Artie N. Wells, husband and wife, Grantor, as tenants by the entirety, the heirs of the survivor, and their assigns, conveys and warrants to the MICKA-WELLS FAMILY LIMITED PARTNERSHIP #3, Grantee, an undivided 75% interest in and to the following described real property free of encumbrances except as specifically set forth herein:

As shown on Exhibit "A," attached hereto and made a part hereof as though fully set forth.

SUBJECT TO: Encumbrances, easements, reservations and restrictions of record.

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 PRACTICE AS DEFINED IN ORS 30.930.

The liability and obligations of the Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under any policy of title insurance issued to Grantor at the time Grantor acquired property. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligation.

The true consideration for this conveyance is transfer into a family limited partnership.

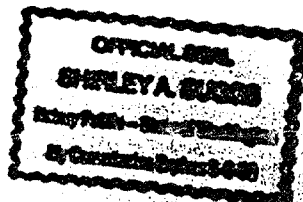
Dated April 27, 1996

Virgil R. Wells

Virgil R. Wells

Artie N. Wells

Artie N. Wells



STATE OF WASHINGTON, County of Pierce ss.

Personally appeared the above-named Virgil R. Wells and Artie N. Wells, and acknowledged the foregoing instrument to be their voluntary act and deed.

Shirley A. Suggs
Notary Public for Washington
My commission expires: 8-9-99

EXHIBIT B

After recording return to:

Robert C. Pittman
Attorney at Law
3730 South Pine Street
Tacoma, Washington 98409

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

Virgil R. Wells and Artie N. Wells
201 166th Street, S, Suite 102
Spanaway, Washington 98387

17982

Exhibit "A"

NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6, Township 41 South, Range 12 East of the Willamette Meridian.

Commonly known as: Property ID# R108831; Tax Account No. 137090

SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31 and a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 40 South, Range 12 East of the Willamette Meridian, more particularly described as follows:

Beginning at an iron pin on the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 31; thence North along the West line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 31 a distance of 1320.0 feet to an iron pin on the Northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 31; thence East along the North line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 31 a distance of 330 feet, more or less, to the Easterly right of way line of Shasta View Unit No. 4 Canal; thence Southerly and Westerly along the Easterly and Southerly right of way line of said canal to its intersection with the point of beginning, all in Township 40 South, Range 12 East of the Willamette Meridian.

Commonly known as: Property ID# R627968; Tax Account No. 135302

ALSO

Government Lot 4 of Section 31, Township 40 South, Range 12 East of the Willamette Meridian and Government Lot 1 of Section 6, Township 41 South, Range 12 East of the Willamette Meridian.

Commonly known as: Property ID # R108859; Tax Account No. 137091

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Roger Pittman the 17th day
of June A.D., 19 96 at 1:25 o'clock P. M., and duly recorded in Vol. 496
of Deeds on Page 17981

FEE \$35.00

Bernetha G. Letsch, County Clerk

By David M. Miller

EXHIBIT B

Exhibit "A"
Page 1 of 1