

2006-018954

Klamath County, Oregon



00004275200600189540040043

09/21/2006 09:57:13 AM

Fee: \$56.00

RECORDING REQUESTED BY:

GRANTOR: Brandon Fowler
GRANTOR: Anna Fowler

GRANTEE: PACIFICORP

RETURN TO:

PACIFIC POWER
1950 MALLARD LANE
KLAMATH FALLS, OR 97601

Rt
dc

RIGHT OF WAY EASEMENT

RECEIVED
MAY 05 2006

BY: JB

31
20

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

CC#: 11176 WO#: 02520263

RIGHT OF WAY EASEMENT

For value received, Brandon Fowler and Anna Fowler, ("Grantor"), hereby grants to PacificCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for a right of way 20 feet in width and 225 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 therefore; 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:

Said property generally located in the SW of Section 35, Township 34S, Range 8E, of the Willamette Meridian and more specifically described in Volume M04, Page 45596 in the official records of Klamath County.

Assessor's Map No.

Tax Parcel No. 3408-03500-00900-000

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 5 day of MAY, 2006.

Grantor(s) Brandon Fowler

Grantor(s) Anna Fowler

INDIVIDUAL OR REPRESENTATIVE ACKNOWLEDGEMENT

State of Oregon
County of Klamath
ss }
on May 5, 2006 before me,

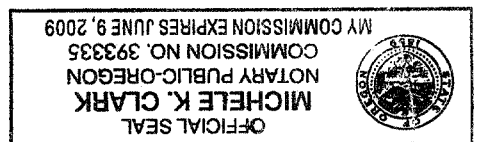
Name, Title or Officer (eg Jane Doe, Notary Public)
Brandon Fowler and Anna Fowler

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 of which the person(s) acted, executed this instrument

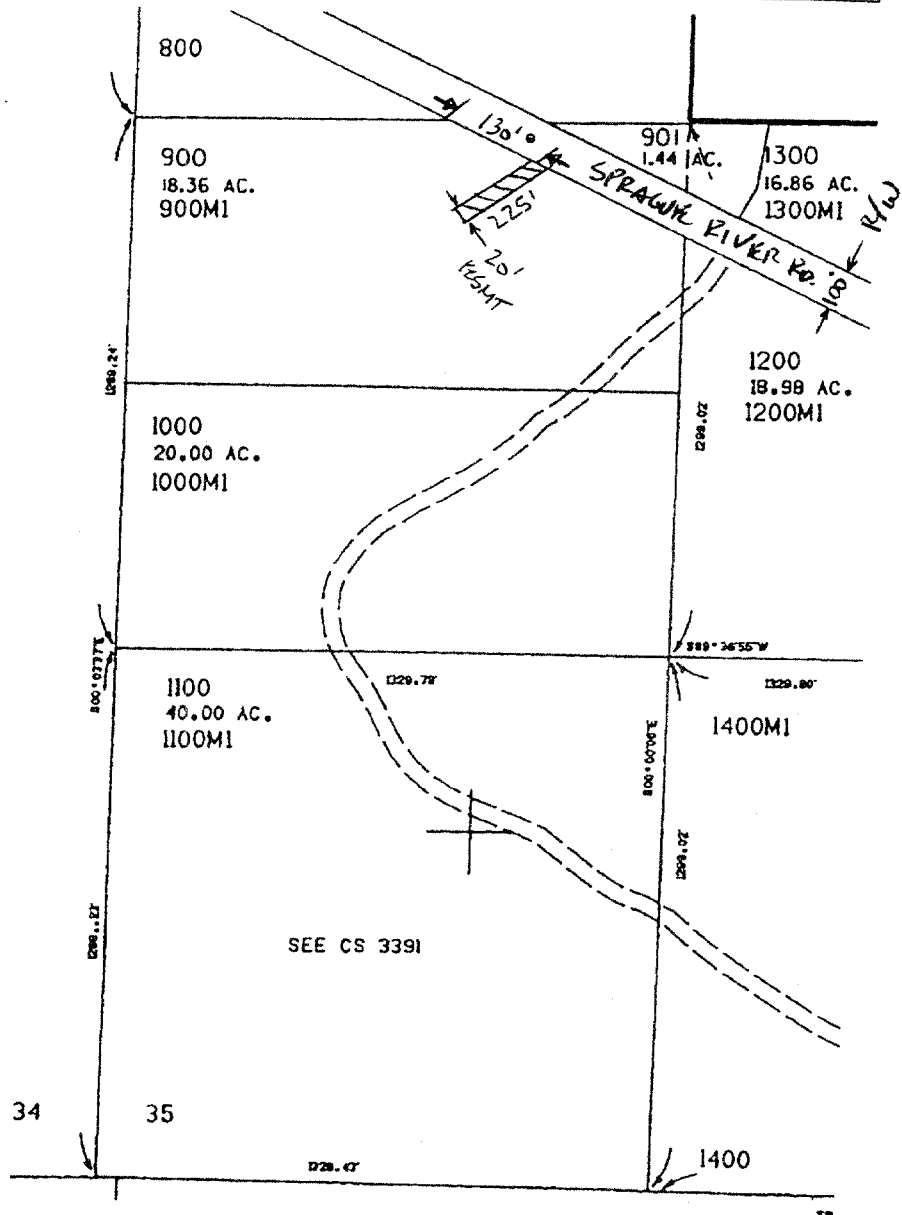
WITNESS my hand and official seal.

SIGNATURE OF NOTARY



Property Description

Section: 35 Township: 34S (N or S), Range: 8E (E or W) WILLAMETTE Meridian
County: KLAMATH State: OREGON
Parcel Number: 3408-03500-00900-000



CC#: 11176 WO#: 02520263

Landowner Name: FOWLER

Drawn by: GARCIA

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.

Sheet 2 of 3

Property Description

AFTER RECORDING RETURN TO:
AMERITITLE (Norman Fowler)
P.O. Box 133
Chiloquin, OR 97601
ESCROW NO. MT65599-LW

Grantor: BRANDON FOWLER and ANNA FOWLER
585 PEACHCREEK DRIVE
OAKDALE, CA 95361
Debra L. Fowler, OR THE SURVIVOR
THEREOF
P.O. BOX 133
CHILOQUIN, OR 97624

TRUST DEED

THIS TRUST DEED, made on JUNE 17, 2004, between BRANDON FOWLER and ANNA FOWLER, as tenants by the entirety, as Grantor, AMERITITLE, as Oregon Corporation, as Trustee, and NORMAN E. FOWLER and DEBRA L. FOWLER, OR THE SURVIVOR THEREOF, as Beneficiary.

EXHIBIT A

RE LAND
The N1/2 of the NW1/4 of the SW1/4 of section 35, Township 34 South, Range 8 East of the Williamson Meridian, Klamath County, Oregon.
EXCEPTING THEREFROM that portion lying within the Sprague River Road right of way.
SAVING AND EXCEPTING THEREFROM that portion deeded to Chiloquin Agency Lake Rural Fire District recorded February 24, 2000 in Volume M00, page 5653, Deed Records of Klamath County, Oregon.

Tax Account No: 3408-03500-00900-000
Key No: 206896

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWENTY-ONE THOUSAND AND NO/100ths Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable 10/31/2005.
The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or otherwise disposed of by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed herein or hereon, shall become immediately due and payable.

1. To protect the security of this trust deed, Grantor agrees:
1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
2. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property, if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than the \$21,000.00 the beneficiary is soon as insured; if grantor shall fail for any reason to procure any such policies of insurance shall be delivered to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure same at grantor's expense. The amount of insurance collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or as option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

EXHIBIT B

CC# 11176

WO# 02520263

NAME: FOWLER

DRAWN BY: GARCIA

PacifiCorp

SCALE: N.T.S.

SHEET 3 OF 3

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Vol M04 Page 45596
State of Oregon, County of Klamath
Recorded 07/19/2004 11:02 a.m.
Vol M04 Pg 45596-99
Linda Smith, County Clerk
Fee \$ 37.00 # of Pgs 4

MT6 - 45599 LW