

2008-011209

Klamath County, Oregon



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08/07/2008 10:31:13 AM

Fee: \$31.00

After recording return to:  
**Pacific Power**  
**c/o Flo Mott**  
**825 NE Multnomah St., Ste. 1700**  
**Portland, OR 97232**

**WO#: KLAROW**

**RIGHT OF WAY EASEMENT**

For value received. **J-Spear Ranch Co.**, an Oregon corporation, ("Grantor"), hereby grants to **PacifiCorp**, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual easement for a right of way **one hundred twenty-five feet (125')** in width and **one thousand three hundred twenty feet (1,320')** in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's electric power transmission, 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 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 shown on Exhibit A attached hereto and by this reference made a part hereof:

**A portion of:**

**The East Half (E ½ ) of the Southeast Quarter (SE ¼) of Section Ten (10), Township Thirty-Three (33) South, Range Seven (7) East of the Willamette Meridian.**

Assessor's Map No. 33 07 & Index

Parcel No. 400

Together with the right of ingress and egress, for Grantee, its contractors, or agents, 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, material or vegetation 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 and shall run with the land.

Dated this 22 day of July, 2008.

J-SPEAR RANCH CO.

By: Thomas M. Shaw  
Thomas M. Shaw  
It's President GRANTOR  
Vice

REPRESENTATIVE ACKNOWLEDGEMENT

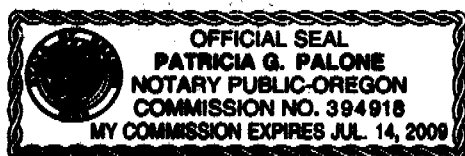
STATE OF OREGON     )  
                                  )ss  
COUNTY OF KLAMATH)

This instrument was acknowledged before me on this 22nd day of July, 2008, by  
Thomas M. Shaw as Vice President of **J-Spear Ranch Co.**, an Oregon corporation.

Patricia G. Palone  
Notary Public

[Seal]

My commission expires: 7-14-09

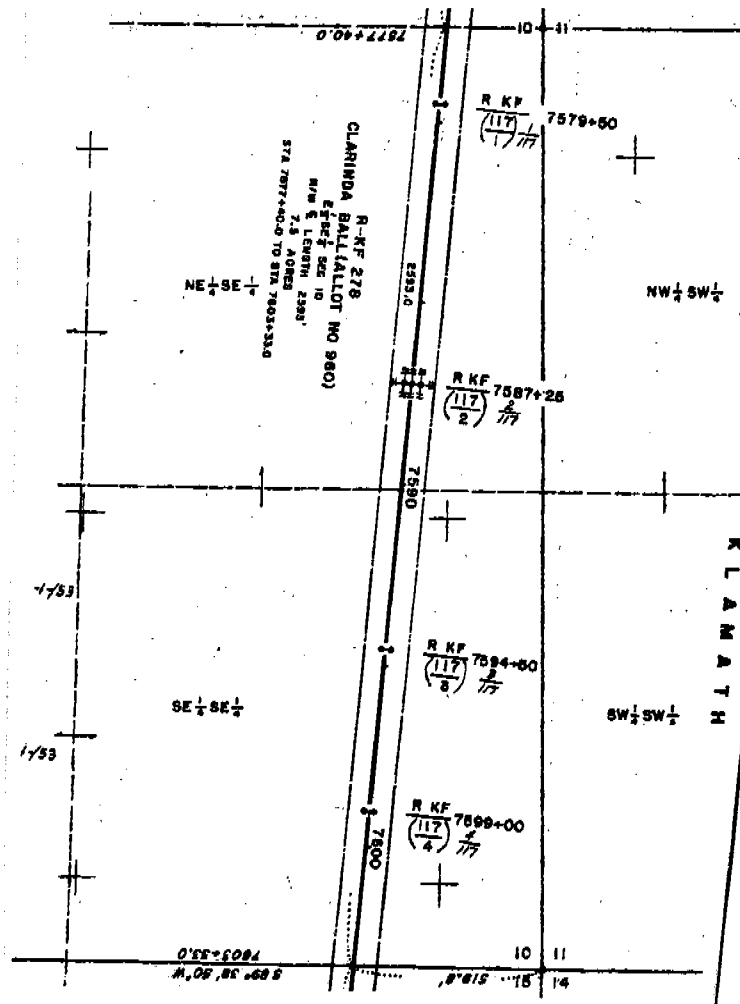


## Property Description

Section: 10 Township: 33 S Range: 7 E  
Willamette Meridian

County: Klamath State: Oregon

Map and Tax Lot Number: 33-7 & Index - Tax Lot 400



WO#: KLAROW

Landowner Name: J. SPEAR RANCH CO.

Drawn By: F. Mott

### EXHIBIT A

This drawing should be used only as a representation of the location of the easement area. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

**PACIFIC POWER**  
A DIVISION OF PACIFICORP