

2012-000442

Klamath County, Oregon



00112607201200004420050057

RECORDING COVER SHEET

PER ORS 205.234

01/19/2012 09:00:20 AM

Fee: \$57.00

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

AFTER RECORDING RETURN TO:

Pacific Power
Attn: Right of Way
825 NE Multnomah Street, Suite 1700
Portland, OR 97232

1. NAMES OF THE TRANSACTION(S)

Easement to PacifiCorp, an Oregon corporation

2. GRANTOR(S) names and address(es) as described in ORS 205.160

Mobie Lee Kirk, Tinker Jesse Kirk, and Toby Smith Kirk
P.O. Box 181
Beatty, OR 97621

3. GRANTEE(S) and address as described in ORS 205.160

PacifiCorp
825 NE Multnomah Street
Portland, OR 97232

4. TRUE AND ACTUAL CONSIDERATION PAID for instruments conveying or contracting to convey fee title to any estate and all memoranda of such instruments, reference ORS 93.030.

For Value Received

5. UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS: for instruments conveying or contracting to convey fee title to any real estate, reference ORS 93.260.

No Change.

Return to:
Pacific Power
Attn: Right of Way
825 NE Multnomah Street, Suite 1700
Portland, OR 97232

RW#: 20080153 WO#: KJAROW

RIGHT OF WAY EASEMENT

For value received, **Mobie Lee Kirk, Tinker Jesse Kirk, and Toby Smith Kirk**, not as tenants in common, but with right of survivorship, ("Grantor"), hereby grants to **PacifiCorp**, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual easement for a right of way **twenty feet (20')** in width and **two thousand, eight hundred ninety-five feet (2,895')** 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, across or under the surface of the real property of Grantor in **Klamath County, State of Oregon**, more particularly described as follows and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

A portion of:

The NE ¼ of Section 10, Township 36 South, Range 10 East of the Willamette Meridian.

Assessor's Map No. R-3610-00000-01901-000

Property ID: R895446

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 said determination not to be unreasonably withheld, with the purposes for which this easement has been granted. Grantor shall have the right to install fencing within the right of way area, provided Grantor includes a gate no less than sixteen (16) feet wide to allow Grantee access for its uses hereunder.

Grantee hereby agrees to promptly repair any damage caused to the right of way by its activities hereunder, including repair of fencing within the right of way area and Grantee shall restore the same to its substantially prior condition.

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 19th day of December, 2011.

Mobie Lee Kirk
Mobie Lee Kirk GRANTOR

Tinker Jesse Kirk
Tinker Jesse Kirk GRANTOR

Toby Smith Kirk
Toby Smith Kirk GRANTOR

INDIVIDUAL ACKNOWLEDGEMENT

State of Oregon }
County of Klamath } SS.

This instrument was acknowledged before me on this 19th day of December, 2011
by Mobie Lee Kirk.



Wendy Jean Morrison
Notary Public
My commission expires: June 7, 2013

State of Oregon }
County of Klamath } SS.

This instrument was acknowledged before me on this 19th day of December, 2011
by Tinker Jesse Kirk.

Name(s) of individual(s) signing document



Wendy Jean Morrison
Notary Public

My commission expires: June 7, 2013

State of Oregon
County of Klamath } SS.

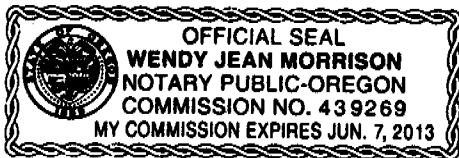
This instrument was acknowledged before me on this 19th day of December, 2011
by Toby Smith Kirk.

Name(s) of individual(s) signing document

[Seal]

Wendy Jean Morrison
Notary Public

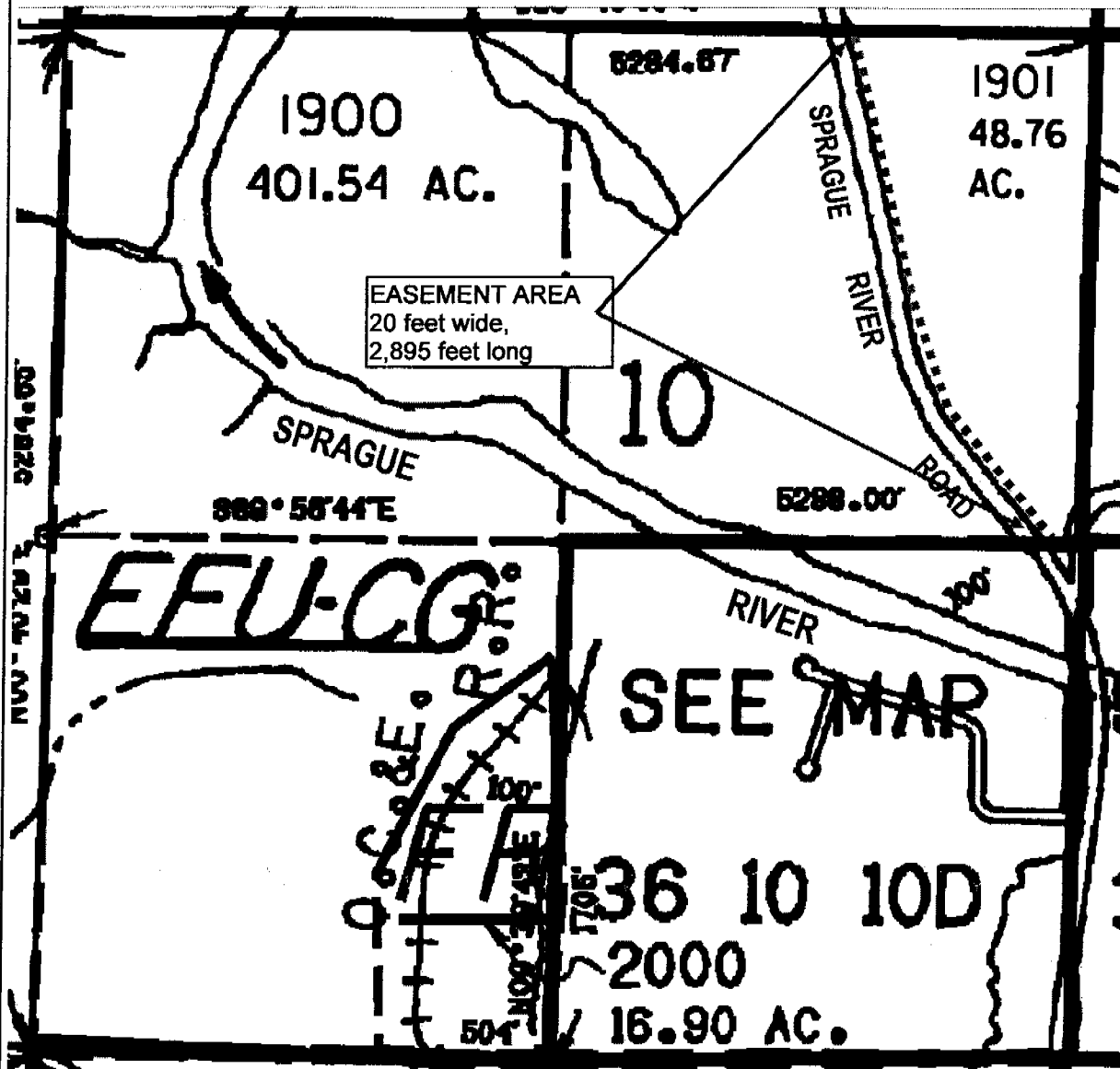
My commission expires: June 7, 2013



PROPERTY DESCRIPTION

Section: 10, Township: 36S, Range: 10E, Willamette Meridian,
Klamath County, State of Oregon.

Map / Tax Lot or Parcel No.: R-3610-00000-01901-000



R/W#: 2080153

Landowner Name: Kirk

Drawn by: F.Mott

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.

EXHIBIT A



PACIFIC POWER
A DIVISION OF PACIFICORP