

2023-005379

Klamath County, Oregon

Returned at Counter

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



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06/30/2023 03:29:34 PM

Fee: \$92.00

CC#: 11176 WO#: 8301298

**RIGHT OF WAY EASEMENT**

For value received, **Loretta Gail Moore** ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual easement for a right of way **10** feet in width and **75** feet 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 anchors, 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(s) **A** attached hereto and by this reference made a part hereof:

A portion of:

A tract of land situated in the SE1/4 NE1/4 of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the Northwest corner of the NE1/4 SE1/4 of said Section 12; thence North 00°35'19" East 666.28 feet (North 00°13'21" East 666.24 feet by M81 at Page 8479 of the Klamath County Deed records); thence South 89°43'25" East 25.64 feet to the Southeast corner of that tract of land described in said M81 page 8479; thence continuing South 89°43'25" East, along the South line of said tract, 880.90 feet to the true point of beginning of this description marked by a 5/8 inch iron pin with cap; thence continuing South 89°43'25" East 445.30 feet to the Southeast corner of said tract described in M81 page 8479; thence North 00°23'16" East 664.99 feet to the Northeast corner of said tract; thence North 89°40'H" West, along the North line of said tract, 446.26 feet to a 5/8 inch iron pin with cap; thence South 00°18'16" West 665.41 feet to the true point of beginning.

TOGETHER WITH an easement for ingress and egress over the North 30 feet of the East 350 feet of the property conveyed from Norman Hand, Gerald E. Hand and Kenneth W. Hand to Albert Dean Collins, by Warranty Deed, dated September 11, 1989, recorded September 21, 1989 in Volume M89, page 17928. Deed Records of Klamath County, Oregon.

Assessor's Map No. 3908-01A0-05200

Parcel No. 5200

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, 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 other purposes not inconsistent, as defined by the Grantee, with the purposes for which this easement has been granted.

**JURY WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Grantor represents and warrants that it possesses all right, title and interest in and to the right of way area, free and clear of any lien, security interest, encumbrance, claim, license or other restriction that would interfere with Grantee's use of the right of way area for the purposes contemplated hereunder.

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 16 day of JUNE, 2023

Loretta Gail Moore  
**Loretta Gail Moore** **GRANTOR**

**INDIVIDUAL ACKNOWLEDGEMENT**

State of Oregon  
County of Klamath } SS.

This instrument was acknowledged before me on this 16<sup>th</sup> day of June, 2023,  
by Loretta Gail Moore

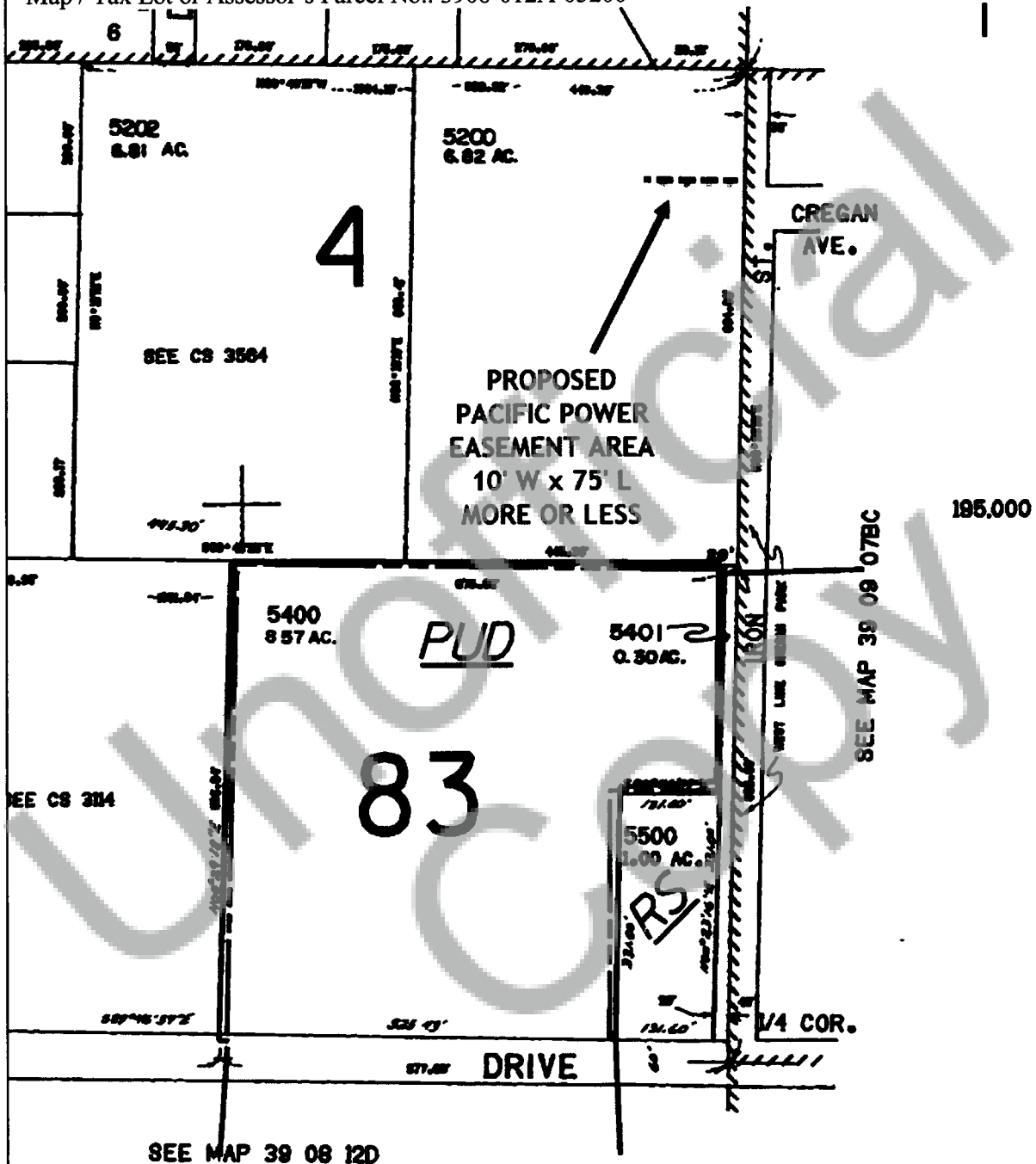
Name(s) of individual(s) signing document



Jacquelyn Marie Paulson  
Notary Public

My commission expires: March 23, 2026

**In the SE1/4 NE1/4 of Section 12, Township 39S, Range 08E  
of the Willamette Meridian, Klamath County, State of Oregon.  
Map / Tax Lot or Assessor's Parcel No.: 3908-012A-05200**



# 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