

2024-002654

Klamath County, Oregon



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04/10/2024 08:31:28 AM

Fee: \$97.00

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

CC#: 11176 WO#: 7104960

RIGHT OF WAY EASEMENT

For value received, Curtis Hogan and Joleen S. Hogan, as Tenants by the Entirety ("Grantor"), hereby grants to PacificCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual easement for a right of way **20** feet in width and **50** 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:

Parcel 2 of Land Partition 09-17, Replat of Parcel 3 of LP 2-08 located in the SE1/4 Section 36, Township 39 South, Range 7 East of the Willamette Meridian and NE1/4 Section 1, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, recorded November 9, 2017, Instrument 2017-012919

Assessor's Map No. 3907-036D0-01303

Parcel No. 1303

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

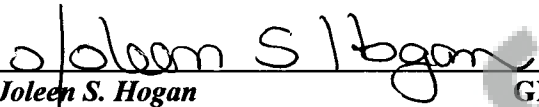
IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION 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 25th day of March, 2024.


Curtis Hogan GRANTOR


Joleen S. Hogan GRANTOR

see attached

INDIVIDUAL ACKNOWLEDGEMENT

State of _____ }
County of _____ } SS.

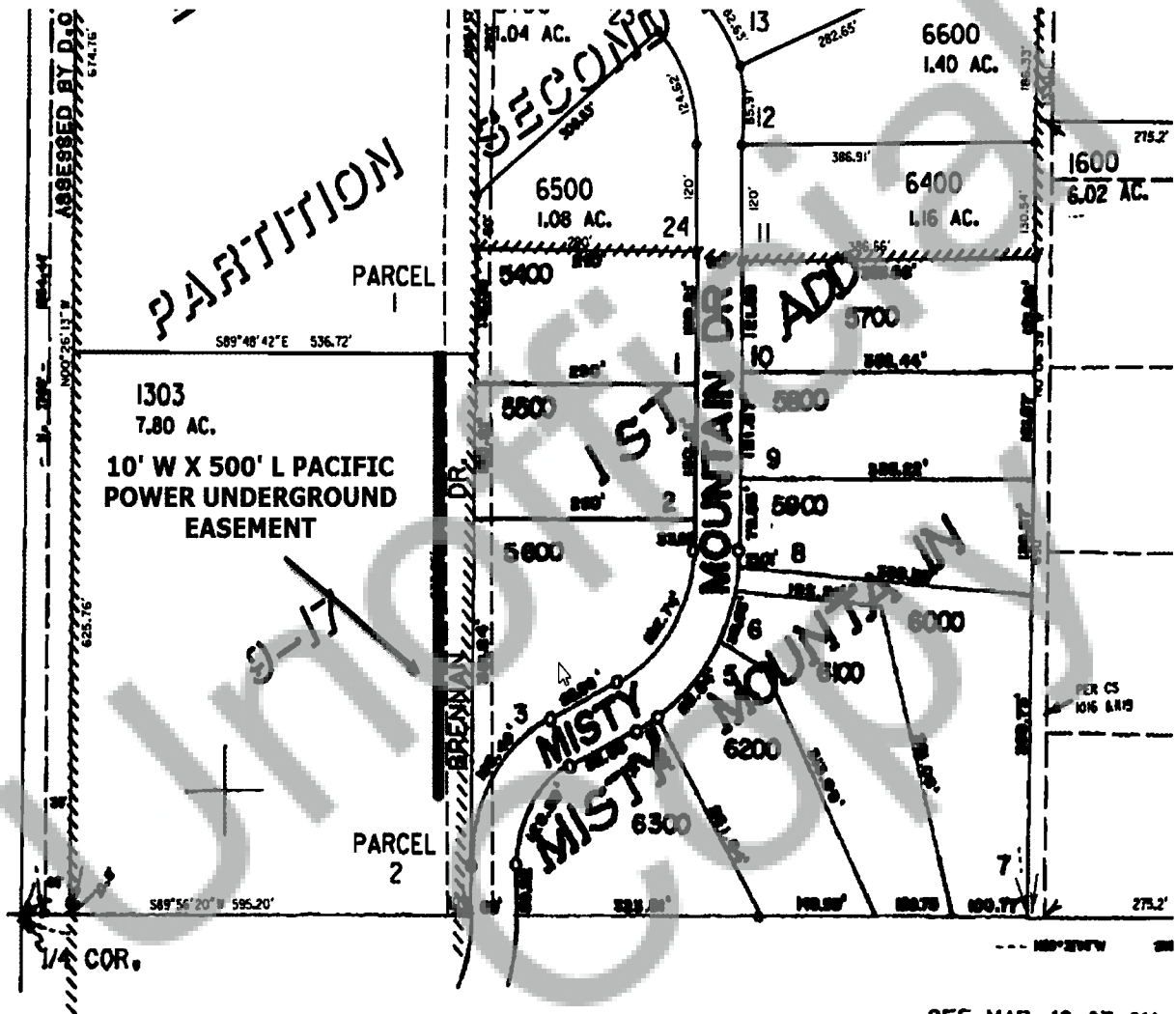
This instrument was acknowledged before me on this _____ day of _____, 2____,
by _____
Name(s) of individual(s) signing document

Notary Public

My commission expires: _____

PROPERTY DESCRIPTION

In the SE1/4 of Section 36, Township 39S, Range 7E and
NE1/4 of Section 1, Township 40S, Range 7E
of the WILLAMETTE Meridian, Klamath County, State of Oregon.
Map / Tax Lot or Assessor's Parcel No.: **3907-036D0-01303**



SEE MAP 40 07 01A

CC#:11176 WO#: 7104960 ROW#:

Landowner: Curtis Hogan and Joleen S. Hogan

Drawn by: MH

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Siskiyou)

On March 25, 2024 before me, Melinda S Hill, Notary Public
(insert name and title of the officer)

personally appeared Curtis Hogan and Joleen S. Hogan,
who 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 the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melinda S Hill (Seal)

