

Returned at Counter

2024-002655

Klamath County, Oregon



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04/10/2024 08:31:50 AM

Fee: \$97.00

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

CC#: 11176 WO#: 7104960

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, Curtis Hogan and Joleen S. Hogan, as Tenants by the Entirety ("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 **500** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's underground electric distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, vaults on, across, or under the surface of the real property of Grantor in **Klamath** County, State of **Oregon**, as 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 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 conduct or permit any ground penetrating activity or excavation in the right of way without the express written consent of the Grantee. Subject to the foregoing limitations, the right of way may be used for other purposes not inconsistent, as determined 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.

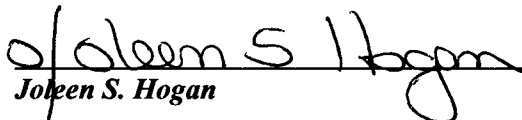
Grantor represents and warrants that it possesses all right, title and interest in and to the right of way area, free and clear of any lien, security interest, encumbrance, claim, license or other restriction that would interfere with Grantee's use of the right of way area for the purposes contemplated 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 25<sup>th</sup> day of March, 2024.

  
Curtis Hogan

GRANTOR

  
Joleen S. Hogan

GRANTOR

#### INDIVIDUAL ACKNOWLEDGEMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

} SS.

*See attached*

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,

by \_\_\_\_\_

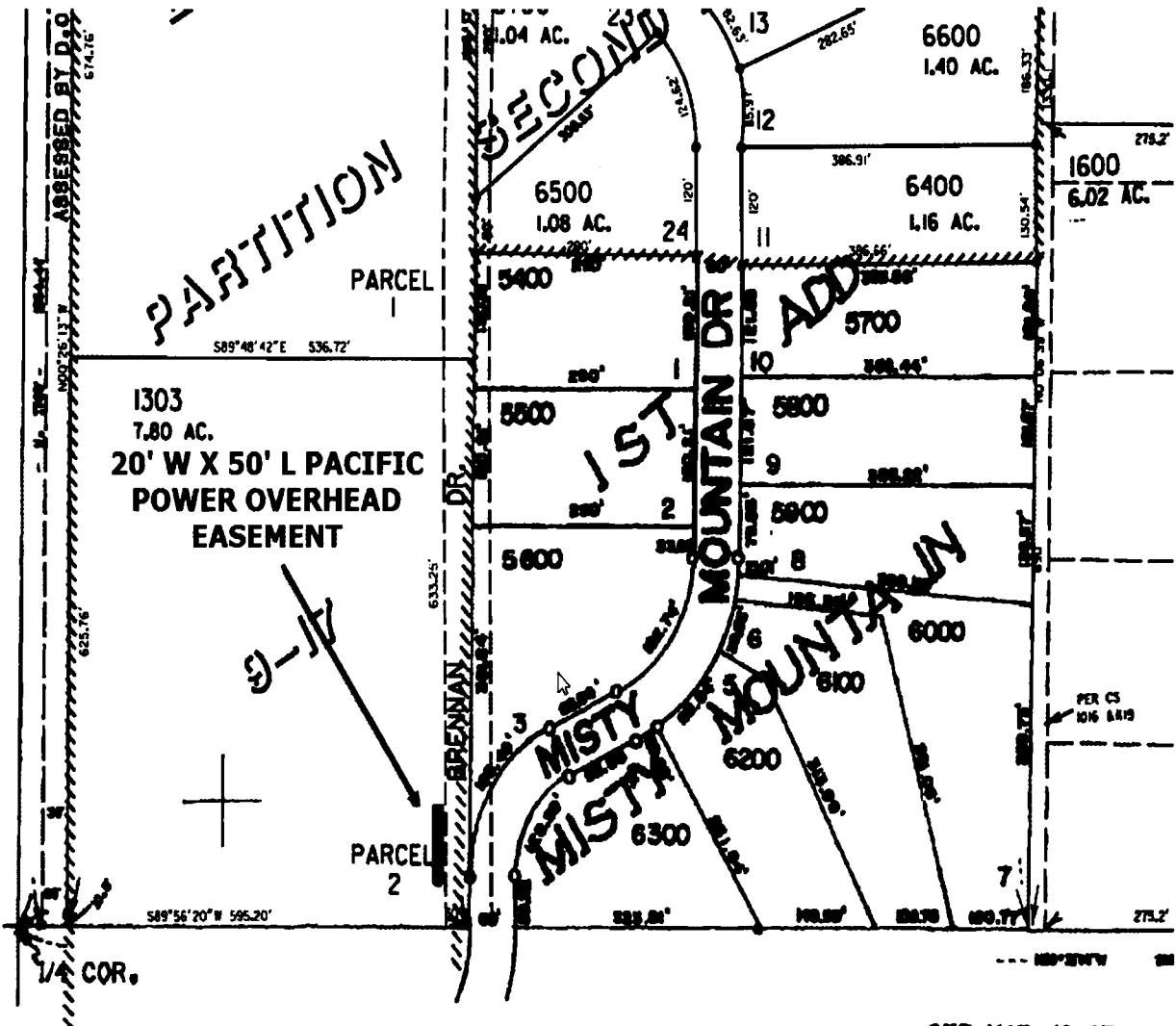
Name(s) of individual(s) signing document

\_\_\_\_\_  
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)

