

67553

ET 56

Sheet 1 of 2

Vol. 77 Page

9413

File No. 156-4662

ER/NO No. 31-70-156-0007

RIGHT-OF-WAY EASEMENT
(Individual)

For value received the undersigned, hereinafter referred to as Grantors, (whether singular or plural), do hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, the Grantee, an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenances (including telephone and telegraph wires, towers, poles, props, guys, anchors and other supports and the right to place all or any part of such line underground) at or near the location and along the general course now located and staked out by the Grantee over, across and upon the following described real property in Klamath County, State of Oregon, to wit:

Starting in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 24 and extending in a southerly direction into the NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 24. All in Township 38S Range 9 E., W.M.

In the event of any damages to the existing access road or properties of the Grantor caused by the Grantee or its agents, Grantee agrees to restore same to its original condition or better within thirty (30) days, weather permitting, upon written notice by the Grantor. If work not complied with within this period, easement will be terminated.

Together with the right of ingress and egress over the adjacent lands of the Grantors for the purpose of constructing, reconstructing, stringing new wires on, maintaining and removing such line and appurtenances, and exercising other rights hereby granted.

Grantors reserve the right to use said right-of-way for roads, or other purposes or other purposes not inconsistent with the easement granted hereby, but in using or operating any irrigation pipes, motorized vehicles or other equipment, or in any other such use of said right-of-way, Grantors and Grantors' heirs or assigns, shall conform strictly to the provisions of any then applicable safety code or regulation pertaining to required clearances from the wires or conductors of such line.

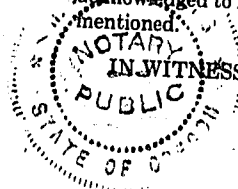
All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 14TH day of JULY, 1972.

Bruce R. Wirth (SEAL) _____ (SEAL)
Maxine L. Wirth (SEAL) _____ (SEAL)

STATE OF OREGONCounty of CLATSOP ss.

On this 14TH day of JULY, 1972, personally appeared before me a notary public in and for said State, the within named BRUCE R. WIRTH AND MAXINE L. WIRTH to me known to be the identical person s described therein and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

H. R. Solinger
Notary Public for CLATSOP COUNTY
Residing at 1492 WASHINGTON, LAKE OSWEGO
My commission expires: AUGUST 12, 1973

Injuries and Damages

With respect to the exercise of Permittee of the rights granted hereof,

Permittee shall:

- (1) strictly observe and faithfully comply with all regulations relating to the closing of gates promulgated by Grantors;
- (2) not use the Road for any other purpose or use any other road of Grantors without written permission of landowner;
- (3) take reasonable precaution to prevent unauthorized persons from using the Road and entering Grantors or other lands by means thereof; and
- (4) bear Permittee's proportionate share of the cost of maintaining the Road; provided, however, that only during such periods of time as Association makes use of the Road will Association be obligated to bear any part of maintenance. Permittee shall fully repair all damages caused by Permittee to the access road, other than by ordinary use thereof.

With respect to the exercise of Permittee or any rights granted hereunder,

Permittee shall:

- (1) comply with all laws, rules, and regulations relating to fire prevention, control and suppression;
- (2) neither cut, damage, or destroy, without prior written permission of Grantors, any of Grantor's forest growth, except that Permittee may cut any down timber obstructing Permittee's use of the Road, providing that any such obstructing timber that will produce merchantable logs shall be cut into standard logs lengths and stacked free of brush and debris in piles adjacent to the Road in locations approved by Grantors, suitable for loading by Grantors or trucks.
- (3) not do, or permit to be done, any act or thing on said lands which may or might become or result in a lien or charge thereon;
- (4) pay for all damage to Grantors resulting directly or indirectly from the negligent acts or omissions of Permittee hereunder;
- (5) reimburse Grantors for all cost reasonably incurred by it for fighting fire and indemnify and Grantors harmless against all claims or liabilities asserted by third persons, in any case resulting directly or indirectly from Permittee's acts or omissions hereunder, whether negligent or otherwise.

Fire Rules

Grantors have made no representation as to the present or future conditions of their property or the character of the traffic on the Road, and Permittee assumes all risk of damage to property or injury to Permittee, in connection with the exercise of rights hereunder.

It is recognized by the parties that the facilities of Permittee on the lands herein described or upon the adjacent lands may be damaged or destroyed;

- (1) by fire originating in the forest lands surrounding or in the vicinity of said lands; or
- (2) as a result of the use and occupancy of such forest lands by Grantors and others,

and Permittee, as one of the material considerations hereof, without which this permit would not be granted, hereby assumes all such risk of damage to or destruction of Permittee's facilities and their appurtenances.

Liens

Grantor shall keep the leased premises free and clear of mechanic's liens and any and all other liens for labor and material caused to be used on the leased premises by Grantor.