

7860

RIGHT-OF-WAY EASEMENT
(Corporate)Vol. 15 Page 15199

The undersigned, Grantor, in consideration of \$10 and other valuable consideration, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, an easement for a right-of-way 125 feet in width for electric transmission and distribution lines of one or more wires and all necessary or desirable appurtenances, including telephone and telegraph wires, towers, poles, props, guys and other supports, within said right-of-way now located by Grantee over the following described real property located in Klamath County, State of Oregon, to wit:

Township 33 South, Range 7 East, Willamette Meridan
Section 10, E $\frac{1}{2}$ NE $\frac{1}{4}$
Section 11, NW $\frac{1}{2}$ NW $\frac{1}{4}$

As more particularly described on attached Exhibit "A"
by this reference made a part hereof.

The within grant shall include: the right to place all or any part of such lines underground; the right to clear said right-of-way and keep the same clear of brush, trees, timber and structures; the present and future right to cut trees outside of said right-of-way which endanger said transmission lines. The trees outside of the said right-of-way if merchantable, are to be cut into saw log lengths and decked for removal for Grantor. All unmerchantable material, within or outside said right-of-way, that is cleared as a result of PP&L Company's rights under this agreement is to be disposed of by burning, burying or hauling away at no cost to Grantor. Grantor will be notified in writing of the approximate location and number of hazard trees to be cut outside of said right-of-way. Such notification shall be at least 10 days prior to cutting of such trees. The right to construct, reconstruct, operate, maintain, replace, enlarge, repair and remove any of said facilities; the right in the future to construct, reconstruct, operate, maintain and remove additional lines, wires and all necessary or desirable poles, structures and appurtenances thereto; and the right of ingress and egress over adjacent lands of Grantor for all said purposes.

Grantee shall pay to Grantor reasonable compensation for any damage caused by Grantee to any property or crops on the above described real property arising out of the use thereof by Grantee.

At no time shall any flammable material or any building of any kind be placed or erected within the boundaries of said right-of-way, nor shall any equipment or material of any kind that exceeds 20 feet in height be placed or used thereon by Grantor or by Grantor's heirs, successors or assigns.

Subject to the foregoing limitations, said right-of-way may be used by Grantor for roads, agricultural crops and other purposes not inconsistent with said easement.

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

Executed this 15 day of September, 1975.



MODOC LUMBER CO.
an Oregon Corporation

By Thomas J. Shaw
President

Attest: Geoffrey Burton
Asst. Secretary

75 DEC 3 PM 2 55

15200

STATE OF Oregon

County of Klamath

Sept. 15, 1975.

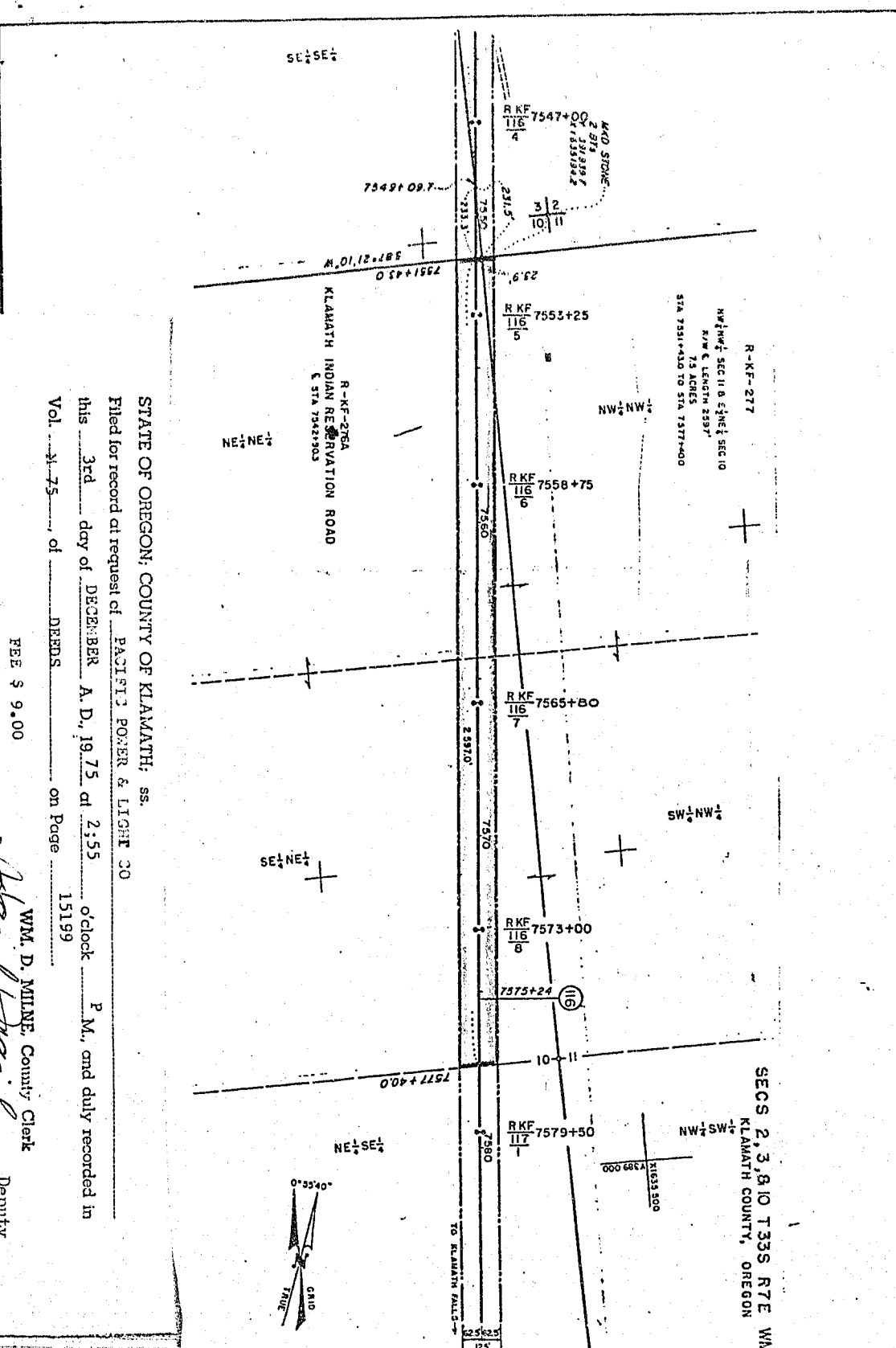
Personally appeared Thomas J. Shaw, who, being sworn,
stated that he is the President of Modoc Lumber Co.
and that the seal affixed hereto is its seal and that this instrument was
voluntarily signed and sealed in behalf of said corporation by authority of
its Board of Directors.

Before me:

John M. Benton

Notary Public for the State of Oregon

My Commission expires: 11-18-77



PACIFIC POWER & LIGHT COMPANY

OWNER Modoc Lumber Co.
 SECTION 10 & 11 T.33 S., R. 7 E., W.M.
Klamath COUNTY, Oregon
 DATE GRANTORS
 SCALE 1"=400' EXHIBIT "A"

PD- 19 SHEET 1 OF 1

STATE OF OREGON, COUNTY OF KLAMATH, ss.
 Filed for record at request of PACIFIC POWER & LIGHT CO
 this 3rd day of DECEMBER A.D., 19 75 at 2:55 o'clock P.M., and duly recorded in
 Vol. N. 75 of DEEDS on Page 15199

FEE \$ 9.00

WM. D. MILNE, County Clerk
Wm. D. Milne
 Deputy