

54563

RIGHT-OF-WAY EASEMENT

Vol. 778

Page

19703

#93

The undersigned, Grantor, in consideration of \$10.00 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 175 feet in width for an electric transmission line of one or more wires and all necessary or desirable appurtenances, including towers, poles, props, guys and other supports, along the general course now located by Grantee over the following described real property located in Klamath County, State of Oregon, to wit:

E $\frac{1}{2}$ of SE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 27, T. 40 S.,
R. 12 E., W.M.

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

The within grant shall include: The right to install and maintain guys and anchors outside said right-of-way; 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 clear and cut away all trees outside of said right-of-way which might endanger said transmission line; the right to construct, reconstruct, operate, maintain, replace, enlarge, repair and remove any of said facilities, 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 line shall have been abandoned and removed.

Executed this 5 day of September, 1978.

Leslie Lequie
Leslie Lequie

GRANTOR

LaVerna Lequie
LaVerna Lequie

GRANTOR

Kenneth H. Duncan
Kenneth H. Duncan

GRANTOR

Evelyn R. Duncan
Evelyn R. Duncan

GRANTOR

State of Oregon)
County of Klamath) ss

On this day personally appeared before me the above named Leslie Lequie, LaVerna Lequie, Kenneth H. Duncan & Evelyn R. Duncan, known to me to be the identical person(s) who subscribed the within instrument, and acknowledged that they (he, she or they) freely executed the same as their (his, her or their) voluntary act and deed.

Given under my hand and official seal this 5 day of September, 1978.

Ladd Hoyt
Notary Public for Oregon

Residing at Beaverton

My Commission Expires: 1-11-80

Return to: Pacific Power & Light Co.
920 S.W. Sixth Avenue
Portland, OR 97204
Attn: Ladd Hoyt

19704

GRID NORTH
GEOID NORTH

27 26
N 148°
E 1.7°

UNCU

M. DRAKE

4560

S 69° 20' 42"

S 00° 30' 56"

M. DRAKE
2/3 LESLIE
KENNEBICHTON

R 12 E

N 00° 00' 00" E

27 26

27
34

34 35

P.F. 8 L. 230 KV LINE

PACIFIC POWER & LIGHT COMPANY

Leslie Lequire

OWNER Kenneth Duncan

SECTION 27 T 40 S. R 12 E. W.M.

Klamath COUNTY, Oregon

DATE GRANTORS

SCALE 1" = 400' EXHIBIT "A"

Length - 2850' 11.5 Acres

PD-

19

SHEET 1 OF 1

I hereby certify that the within instrument was received and filed for record on the 7th day of September A.D. 19 78 at 9:22 o'clock A.M., and duly recorded in Vol M78 of Dddn on Page 19703

Fee \$6.00

State of Oregon, County of Klamath

WM. D. MILNE, County Clerk

By *Russell H. H. H.*, Deputy