

88256

RIGHT-OF-WAY EASEMENT

Vol. <sup>m</sup> 79 Page 12796

The undersigned, Grantor, in consideration of \$ 10<sup>00</sup>/<sub>xx</sub>, and other valuable consideration, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, and its successors, 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 no more than three (3) towers, along the general course now located by Grantee over the following described property located in KLAMATH County, State of Oregon, to wit:

PORTION OF SECTION 28, T 39 S, R 9 E, WM KLAMATH Co, OREGON

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

The within grant shall include: 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 on the above-described real property arising from construction, use, maintenance or repair of Grantee's facilities within or outside the designated easement width.

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.

Grantee shall provide regular inspection and proper maintenance of its facilities as installed on Grantor's property under the terms of this easement.

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.

Grantee agrees to indemnify and save harmless Grantor, its officers, agents and employees, from any and all costs, expenses, damages, claims or liabilities whatsoever caused by or in any manner arising out of the construction, operation or maintenance of said transmission facilities, except liability arising out of the sole negligence of Grantor, its officers, agents or employees.

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

Executed this 1<sup>ST</sup> day of JUNE, 19 79.

Alexander R McCall AGENT FOR PACIFIC POWER & LIGHT  
JERRY MOLATORE for and on behalf of JERRY MOLATORE  
ALEXANDER R. McCall JERRY MOLATORE

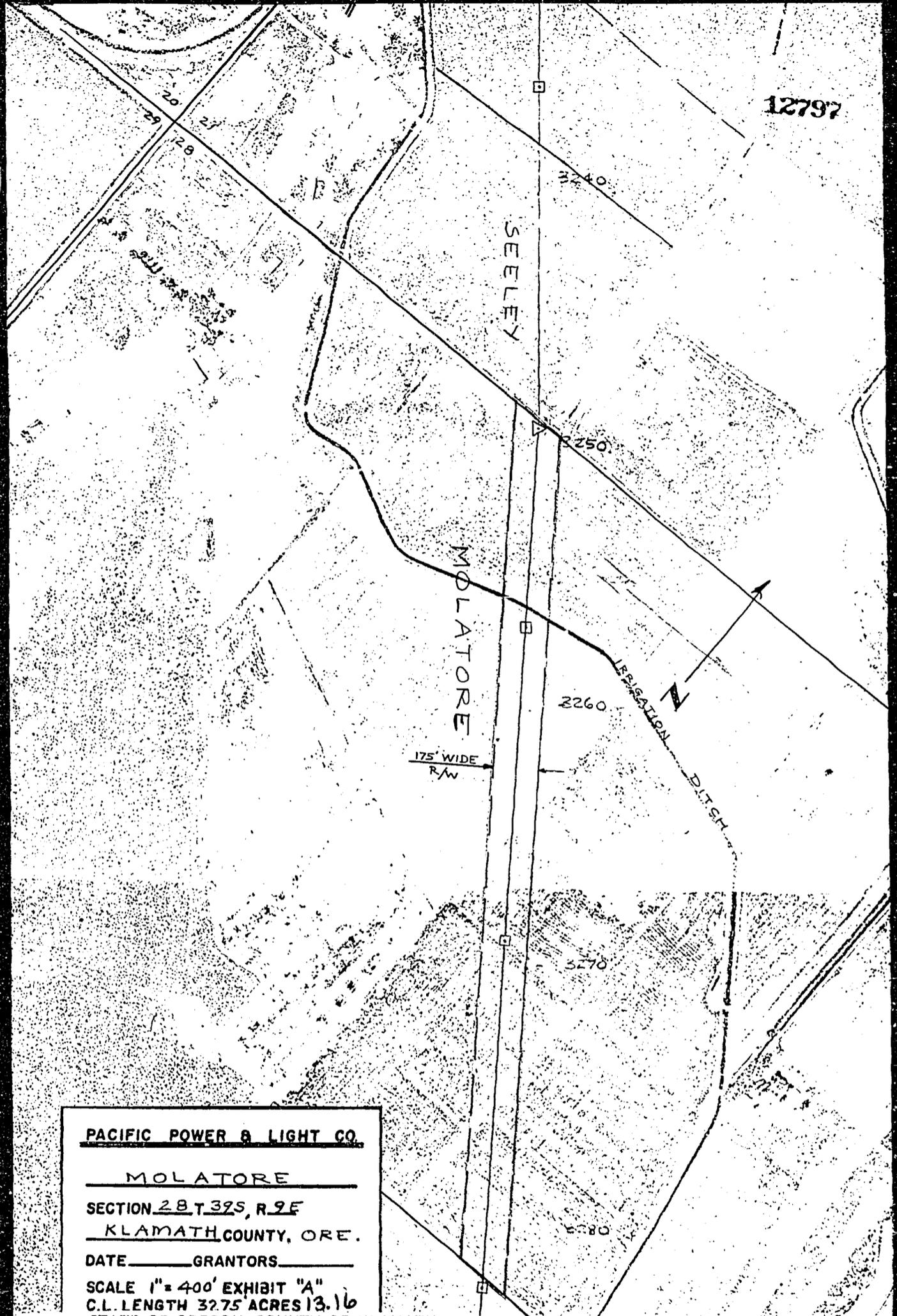
SUBSCRIBED AND SWORN to before me this 1st day of JUNE, 1979. State of Oregon County of KLAMATH. My commission expires: 5/1/82

On this day personally appeared before me the above named JERRY MOLATORE individually and as attorney in fact for Thomas Molatore known to me to be the identical person(s) who subscribed the within instrument, and acknowledged that HE (he, she or they) freely executed the same as his (his, her or their) voluntary act and deed.

Given under my hand and official seal this 1<sup>ST</sup> day of JUNE, 1979.

P NNY D. HAMMONDS  
Notary Public for Oregon  
My commission expires

Penny D. Hammond  
Notary Public for OREGON  
Residing at KLAMATH FALLS  
My commission expires: 5-1-82 ARM  
5-1-82



**PACIFIC POWER & LIGHT CO.**  
MOLATORE  
 SECTION 28 T. 39 S., R. 9 E.  
 KLAMATH COUNTY, ORE.  
 DATE \_\_\_\_\_ GRANTORS \_\_\_\_\_  
 SCALE 1" = 400' EXHIBIT "A"  
 C.L. LENGTH 3275' ACRES 13.16  
 STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 4th day of  
 June A.D., 19 79 at 11:03 o'clock A M., and duly recorded in Vol. 1279  
 of Deeds on Page 12796.

FEE \$6.00

WM. D. MILNE, County Clerk  
 By *Gerrita H. H. H.* Deputy