

71867

RIGHT-OF-WAY EASEMENT

Vol. 79 Page 18597

The undersigned, Grantor, in consideration of \$ 9,000.00 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 125 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:

A portion of the SW $\frac{1}{4}$, NE $\frac{1}{4}$ of Section 2, Township 40 S., Range 9 E., W.M.

as more particularly described on attached Exhibit(s) "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 30 day of July, 1979.

Stanley Floyd Kendall
Stanley Floyd Kendall

GRANTOR

Lillie M. Kendall
Lillie M. Kendall

State of Oregon } ss
County of Klamath

On this day personally appeared before me the above named STANLEY FLOYD KENDALL and LILLIE M. KENDALL 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 theirs) voluntary act and deed.

Given under my hand and official seal this 30th day of July, 1979.

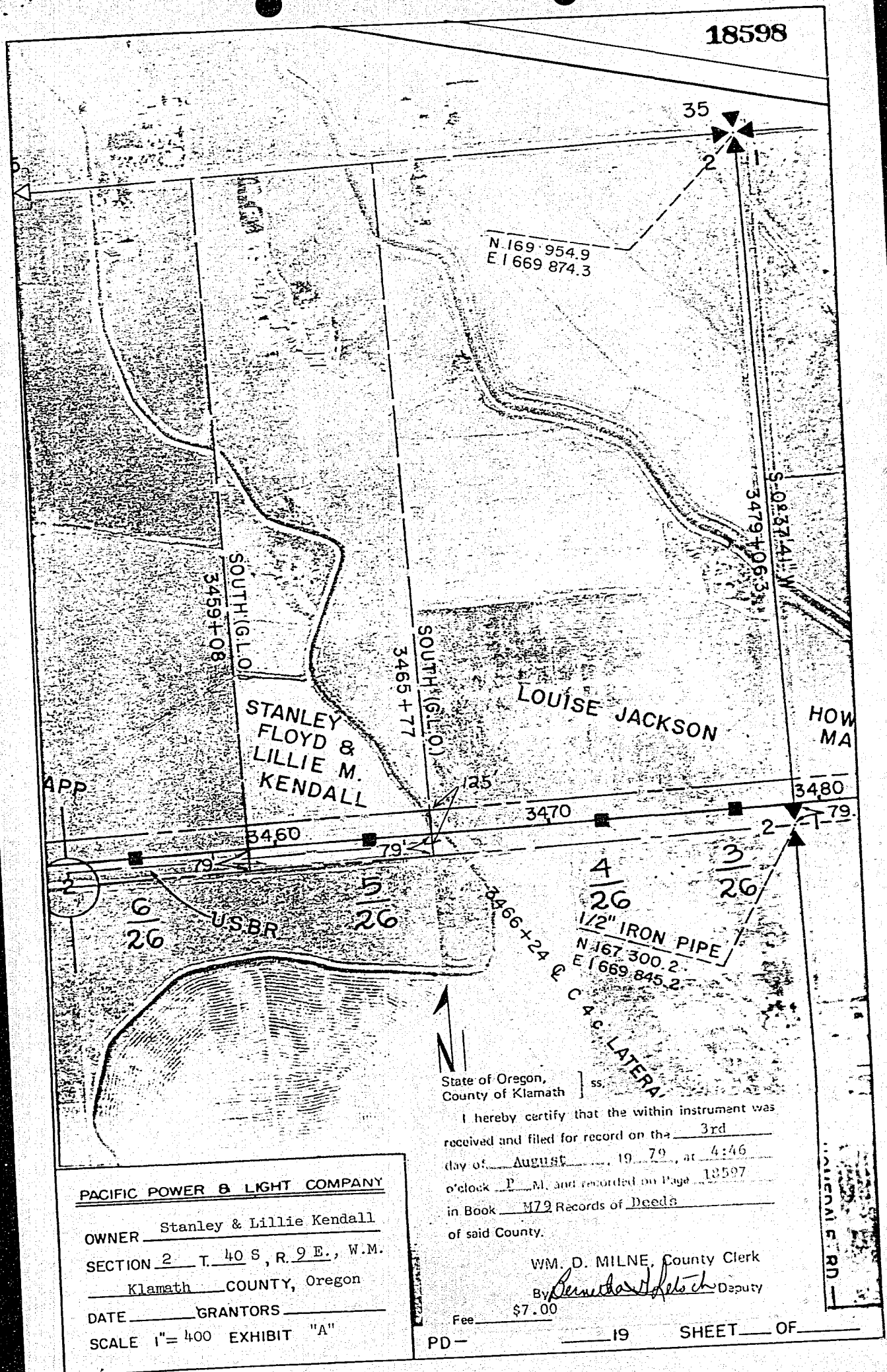
Donna L. Zollman
Notary Public for Oregon
Residing at Klamath Falls, Oregon
My Commission expires: 10-28-79

When Recorded Return To
PACIFIC POWER & LIGHT COMPANY
RIGHT OF WAY DEPARTMENT
Public Service Bldg., Portland, OR 97204

ATTN: Bill Lovelace

7-3-74 (Oregon)

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State of Oregon,
County of Klamath ss.

I hereby certify that the within instrument was
received and filed for record on the 3rd
day of August, 19 70, at 4:46
o'clock P.M. and recorded on Page 18597
in Book M79 Records of Deeds
of said County.

WM. D. MILNE, County Clerk
By Bernard H. Hetch Deputy

Fee \$7.00

PD—

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SHEET OF

PACIFIC POWER & LIGHT COMPANY

OWNER Stanley & Lillie Kendall

SECTION 2 T. 40 S, R. 9 E., W.M.

Klamath COUNTY, Oregon

DATE GRANTORS

SCALE 1"=400 EXHIBIT "A"