1979 .

Kol. 71 Page **22576** 

The undersigned, Grantor, in consideration of \$10.00 valuable consideration, hereby grants to PACIFIC POWER & LIGHT COMPANY, a corporation, its successors and assigns, Grantee, an easement for a right-of-way in width for electric transmission and distribution lines 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 County, State of Oregon, to wit: described real property located in <u>Klamath</u>

A portion of the  $E_2^1$   $NE_1^1$  of Section 13, T. 36 S., R. 12 E., W.M.

A portion of the  $W_2^1$   $NW_4^1$  of Section 18, T. 36 S., R. 13 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 place all or part of such lines underground; 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 \_\_\_\_\_ 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 13 th day of asma Norma E. Waggoner State of Oregon Klamath County of

On this day personally appeared before me the above named Waggoner and Norma E. Waggoner 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 her or their) voluntary act and deed.

Given under my hand and official seal this

My commission expires: Juni

Residing at 🖊

When Recorded Return To PACIFIC POWER & LIGHT COMPANY RIGHT OF WAY DEPARTMENT

Public Service Bldg., Portland, OR 97204

ATTN: Gary Cusick 7-3-74 (Oregon)

State of Oregon ) ss County of KLAMATH )

On this day personally appeared before me the above named Joseph W. GREEN PERSONAUTE AS ATTORNEY IN FACT FOR SARITA B. GREEN 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 20th day of SEPTEMBER,

19 79.

Notary Public for Notary Public for Residing at My Commission Expires: //-30-82

7-3-74 ! (oregon)



R.R. 954 13 18 Sprague River CO. 66 KV-3 WIRE State of Oregon, IRE UNDERBUILD County of Klamath ss. I hereby certify that the within instrument was WY! NO 66 received and filed for record on the 21st day of September 79 4:4 PACIFIC POWER & LIGHT COMPANY o'clock  $\underline{P}$  . A. and recorded on Page  $\underline{22576}$ in Book \_M79\_Records of \_\_\_ Deeds OWNER Harry R. Waggoner
Section 13 T. 36 S., R. 12 E., W.M.
SECTION 18 T. 36 S., R. 13 E., W.M. of said County. WM. D. MILNE, Copnity Clerk Klamath \_\_\_COUNTY, Oregon By Limetha Afela Chepury DATE \_\_\_\_\_GRANTORS Fee\_\$10.50 SCALE I"= 400' EXHIBIT "A" PD-SHEET\_1 OF