

74810

## RIGHT-OF-WAY EASEMENT

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23274

The undersigned, Grantor, in consideration of \$ 10.00, and valuable consideration, hereby grants to PACIFIC POWER & LIGHT COMPANY, 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 property located in Klamath County, State of Oregon, to wit:

A portion of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  and NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 20, Township 39 South, Range 9 East, W.M.

As more particularly described on attached Exhibit (X) "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.

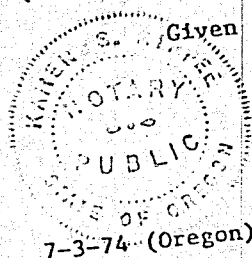
Executed this 25<sup>th</sup> day of SEPTEMBER, 19 79.

Harold A. Sturgeon  
Harold A. Sturgeon

Hazel L. Sturgeon  
Hazel L. Sturgeon

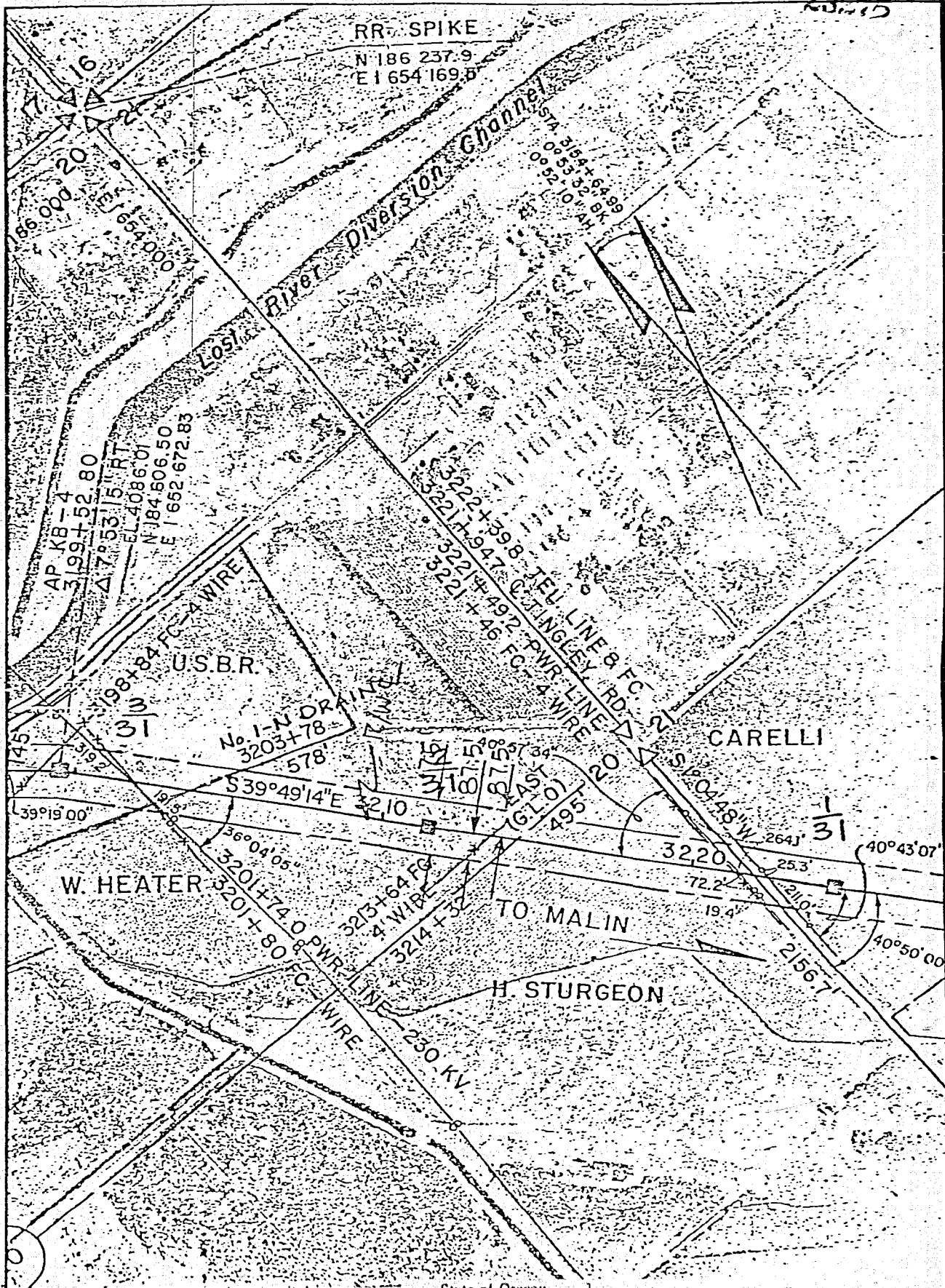
State of Oregon  
County of Klamath ) ss

On this day personally appeared before me the above named HAROLD A. STURGEON AND HAZEL L. STURGEON known to me to be the identical person(s) who subscribed the within instrument, and acknowledged that they (they) freely executed the same as their (~~their~~ their) voluntary act and deed.



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

Given under my hand and official seal this 25<sup>th</sup> day of SEPTEMBER, 19 79.  
Karen S. Ruppert  
Notary Public for Oregon  
Residing at 2036 Le Roy St  
Klamath Falls  
My commission expires: August 13, 1979



PACIFIC POWER & LIGHT COMPANY

OWNER HAROLD & HAZEL STURGEON  
SECTION 20 T. 39S, R. 9EW, M. 1  
KLAMATH COUNTY, OR

DATE \_\_\_\_\_ GRANTORS \_\_\_\_\_

SCALE 1"=400' EXHIBIT "A"

LENGTH 760' A.C.C.F.S 3.1

State of Oregon,  
County of Klamath } ss.

I hereby certify that the within instrument was  
received and filed for record on the 2nd  
day of October, 19 79, at 11:07  
o'clock A M. and recorded on Page 23274  
in Book M79 Records of Deeds  
of said County.

WM. D. MILNE, County Clerk  
Fee \$7.00 Bernthas Hutsch Deputy

OF \_\_\_\_\_