

78429

## RIGHT-OF-WAY EASEMENT

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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 145 feet 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 described real property located in Klamath County, State of Oregon, to wit:

A portion of the  $N\frac{1}{2}$   $N\frac{1}{2}$   $NE\frac{1}{4}$   $NW\frac{1}{4}$  of Section 7, 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 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.

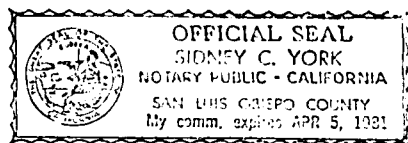
All such rights hereunder shall cease if and when such line shall have been abandoned and removed.

Executed this 13th day of December, 19 79.

Pearl Tarpley Gardner  
X Pearl Tarpley (Gardner)

State of California  
County of San Luis Obispo

On this day personally appeared before me the above named Pearl Tarpley Gardner known to me to be the identical person(s) who subscribed the within instrument, and acknowledged that she (he, she or they) freely executed the same as her (his, her or their) voluntary act and deed.  
Given under my hand and official seal this 13th day of December, 1979.

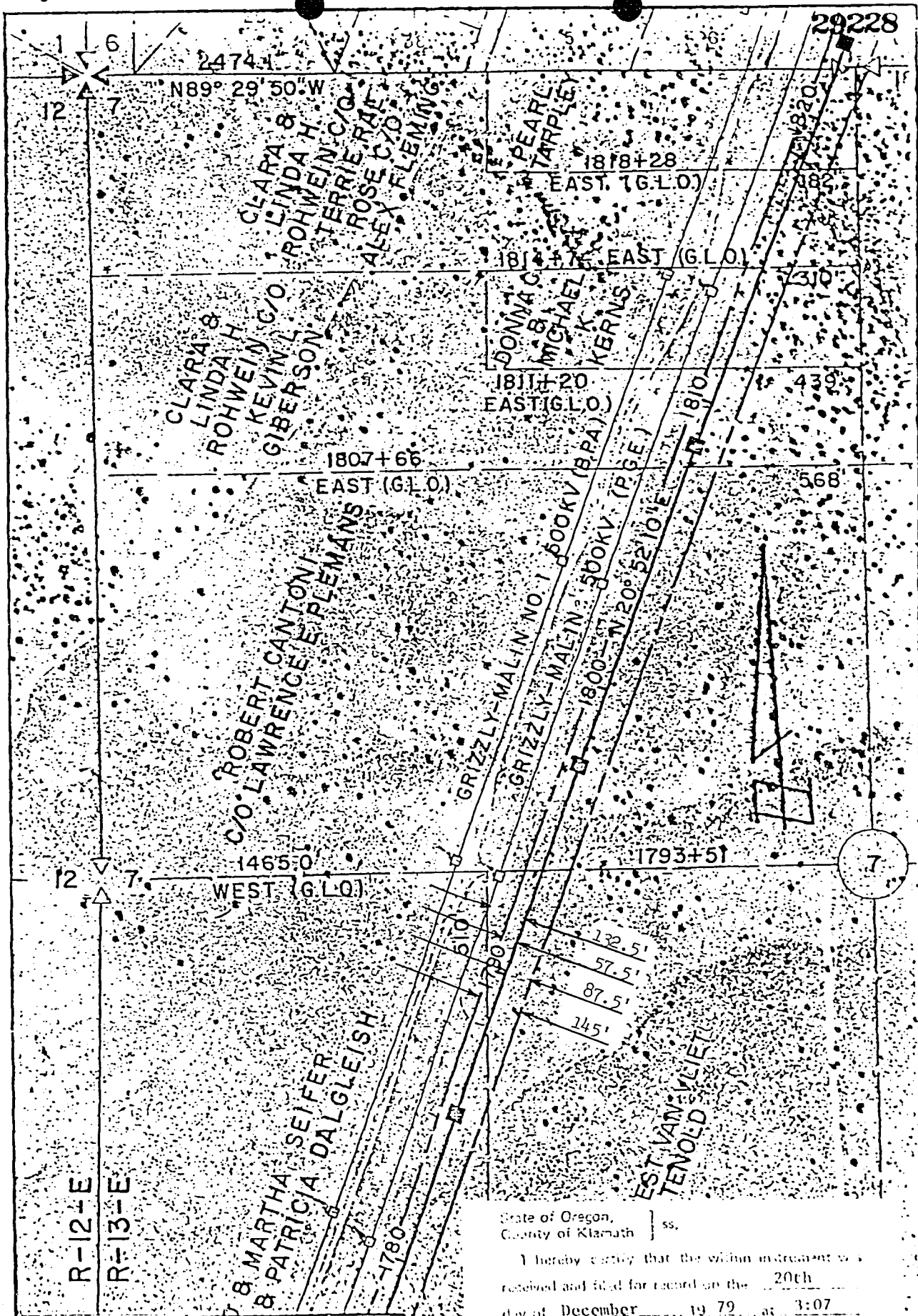


Sidney C. York  
Notary Public for San Luis Obispo  
Residing at 1100 E. 1st St., San Luis Obispo, CA  
My commission expires: \_\_\_\_\_

113

7-3-74 (Oregon)

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



**PACIFIC POWER & LIGHT COMPANY**

OWNER Pearl Tarpley  
 SECTION 7 T. 36 S., R. 13 E., W.M.  
Klamath COUNTY, Oregon  
 DATE \_\_\_\_\_ GRANTORS \_\_\_\_\_  
 SCALE 1" = 400' EXHIBIT "A"

State of Oregon,  
 County of Klamath ss.

I hereby certify that the within instrument was  
 received and filed for record on the 20th  
 day of December, 19 79, at 3:07  
 o'clock P.M. and recorded on Page 29227  
 in Book M79 Records of Deeds  
 of said County.

WM. D. MILNE, County Clerk  
 By Suzanne H. Helich Deputy

Fee \$7.00

PD-

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