

28733

RIGHT-OF-WAY EASEMENT

Vol. 77 Page

7194

#91

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

NE $\frac{1}{4}$ of Section 28 and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, T. 40 S., R. 12 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 21 day of April, 1977.

State of California
County of Santa Clara
April 21, 1977



OFFICIAL SEAL
LILA S. GEE
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires Dec. 22, 1980

Personally appeared PAUL H. HOLSINGER JR., who, being sworn, stated that he is President of Gateway Cattle Company.

Before me: Lila S. Gee

Lila S. Gee
Notary Public for December 22, 1980
My Commission Expires: _____

7-3-74 (Ore.&Ida. 500)

RIGHT-OF-WAY EASEMENT
(Corporate)

(Holsinger Copy)

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

NE¹/₄ of Section 28 and the SW¹/₄ of the NW¹/₄ of Section 27,
T. 40 S., R. 12 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 21 day of April, 19 77.

GATEWAY CATTLE COMPANY

By Paul H. Holsinger, Jr.
Paul H. Holsinger, Jr. President

(SEAL)

Attest:

Madra M. Holsinger
Secretary

State of CaliforniaCounty of Santa Clara

April 21, 19 77.

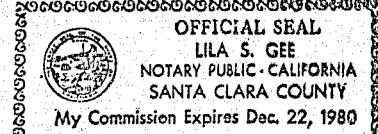
Personally appeared PAUL H. HOLSINGER, JR., who, being sworn, stated that he is the President of GATEWAY CATTLE COMPANY and that the seal affixed hereto is its seal and that this instrument was voluntarily signed and sealed in behalf of said corporation by authority of its Board of Directors.

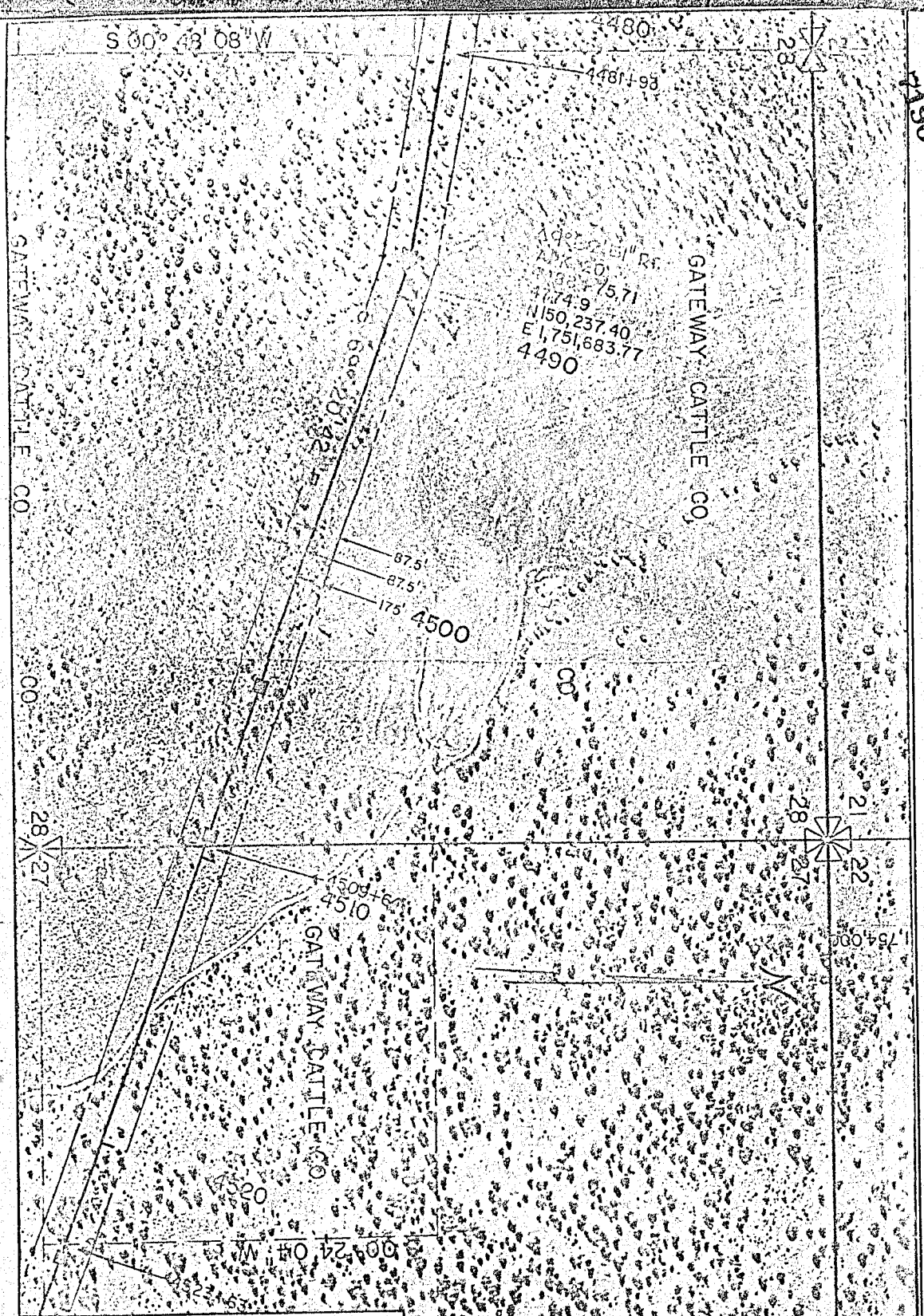
Before me: Lila S. Gee

Lila S. Gee
Notary Public for December 22, 1980
My Commission Expires: _____

7-3-74 (Ore. & Ida. 500)

Return to:
PP&L - City
Attention -
Ladd Hoyt





PACIFIC POWER & LIGHT COMPANY
GATEWAY CATTLE COMPANY

OWNER c/o Paul H. Holsinger, Jr.

SECTION 28 T. 40 S., R. 12 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 27th day of
APRIL A.D., 19 77 at 3:18 o'clock P M., and duly recorded in Vol. M 77
of DEEDS on Page 7194.

FEE \$ 9.00

WM. D. MILNE, County Clerk

By *Hazel [Signature]* Deputy