

A-26850C

RIGHT-OF-WAY EASEMENT  
(Corporate)

37512

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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 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:

A portion of N $\frac{1}{2}$  of NE $\frac{1}{4}$  of Section 34, easterly of U. S. Hwy. No. 97; N $\frac{1}{2}$  of N $\frac{1}{2}$  of Sections 35 and 36, T. 40 S., R. 8 E., W.M.  
N $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 31, T. 40 S., R. 9 E., W.M.

as more particularly described on attached Exhibits "A" & "B" 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. The provisions of Exhibit "B" which is attached hereto are made a part hereof.

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

Executed this 30th day of SEPTEMBER, 1977.

CRANCO, a joint venture  
By: Crescent Farms Company,  
a joint venturer

By John Boreta  
President

By: Andco Farms Inc., a  
joint venturer

By John Boreta  
President

(Seal)

Attest:

Stacy  
West Secretary

(Seal)

Attest:

John  
Secretary

State of California  
County of Alameda  
September 30, 1977

Personally appeared John Boreta, who being sworn, stated that he is the President of Crescent Farms 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.

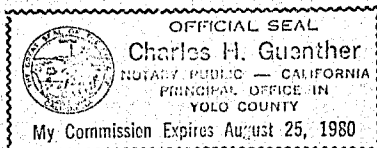


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State of California  
County of Yolo  
September 30, 1977

Personally appeared JOHN B. ANDERSON, who, being sworn, stated that he is the President of Andco Farms, Inc., 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.

STATE OF CALIFORNIA

COUNTY OF YOLO ss.

On this 30th day of SEPT in the year one thousand nine hundred and 77, before me, CHARLES H. GUENTHER, a Notary Public, State of California, duly commissioned and sworn, personally appeared JOHN B. ANDERSON known to me to be the PRESIDENT of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the YOLO County of YOLO the day and year in this certificate first above written.

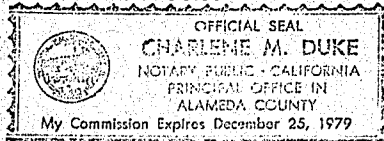
Charles H. Guenther  
Notary Public, State of California

Cowdery's Form No. 28-Acknowledgment Corporation (C. C. Secs. 1190-1190.1)

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA ) ss.

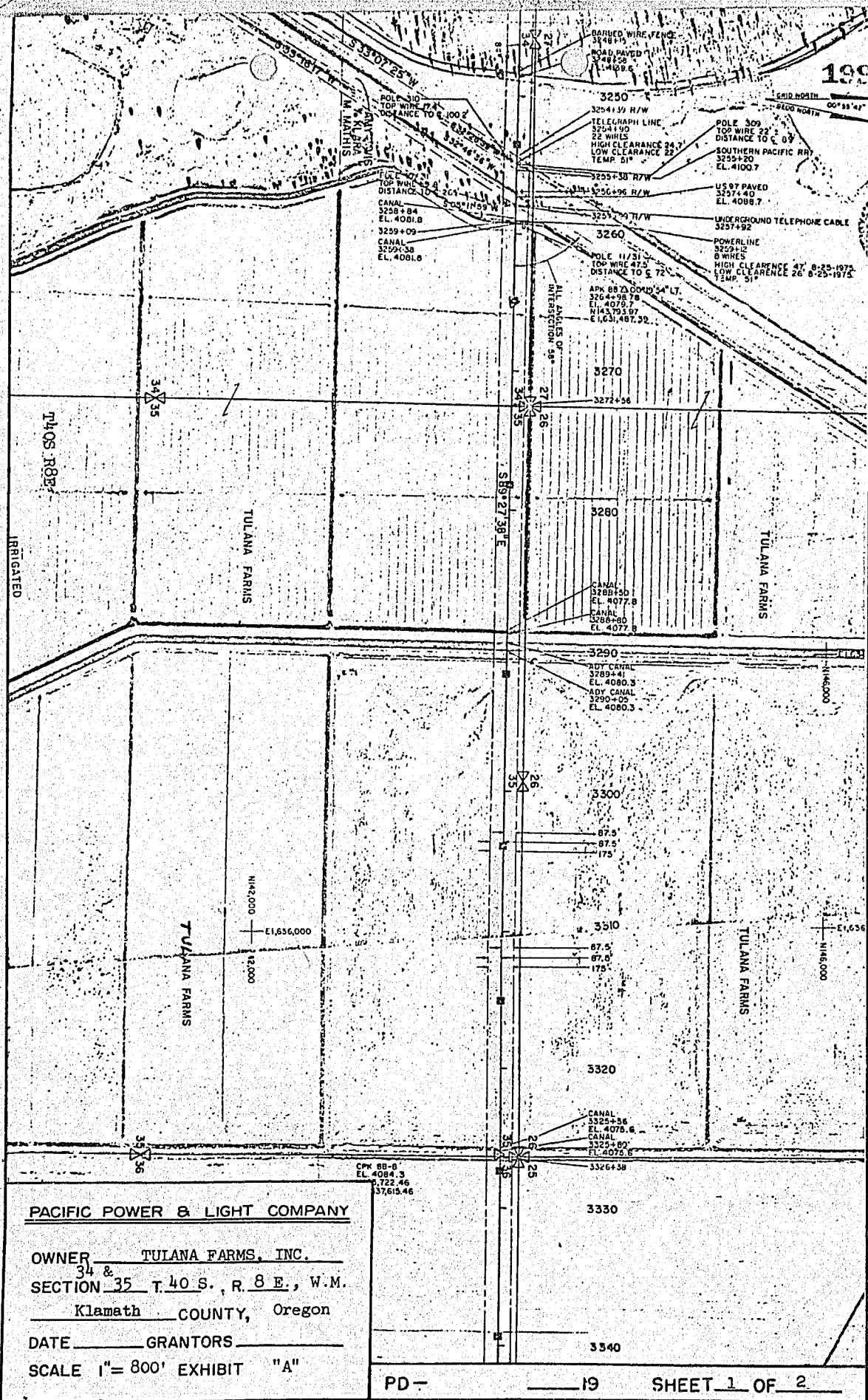
On this 30th day of September, 1977, before me, Charlene M. Duke, a Notary Public, State of California, duly commissioned and sworn, personally appeared JOHN BORETA, known to me to be the PRESIDENT of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Alameda the day and year in this certificate first above written.



Charlene M. Duke  
Notary Public, State of California





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PACIFIC POWER & LIGHT COMPANY

OWNER TULANA FARMS, INC.

SECTION 34 & 35 T. 40 S., R. 8 E., W.M.

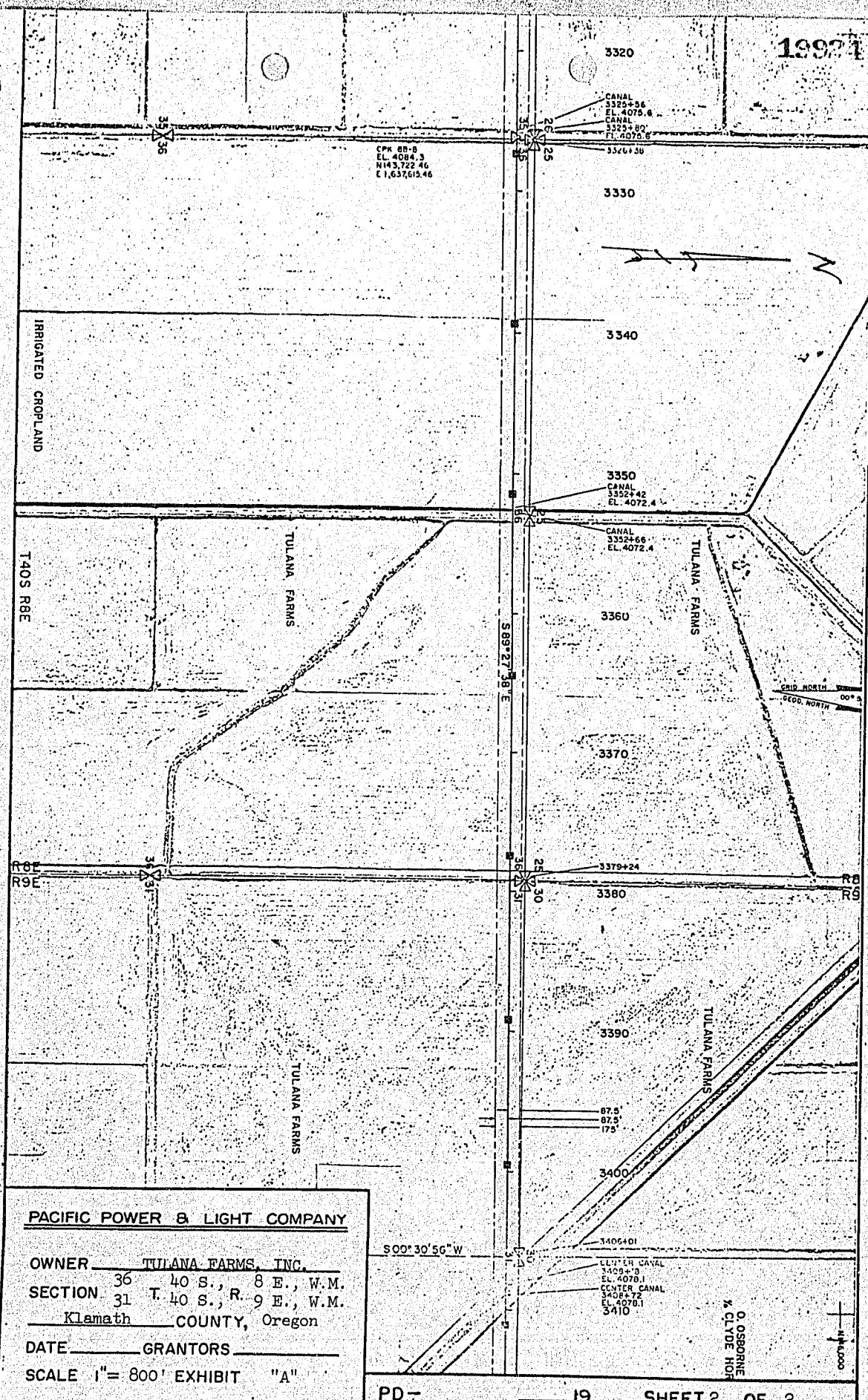
Klamath COUNTY, Oregon

DATE GRANTORS

SCALE 1"= 800' EXHIBIT "A"

PD - 19 SHEET 1 OF 2







19925<sup>#61</sup>

EXHIBIT B.

In the event that any terms and conditions of this Exhibit shall be at variance or in conflict with the terms and provisions of the Easement of which it is a part, then the terms and conditions of this Exhibit shall prevail.

(1) Grantee shall have no right to install and maintain guy and anchor lines. (Free-standing towers.)

(2) Grantee agrees to construct, reconstruct, operate, maintain, replace and enlarge the transmission lines so that a minimum clearance of 50 feet in conductor height will exist at all times.

(3) Grantor reserves the right to use the easement for other purposes not inconsistent with the easement, including but not restricted to, growing of agricultural crops, which consist in part of pre-irrigation and flooding, use of agricultural equipment, sprinkler irrigation systems, field burning, use of dragline and similar equipment.

(4) After construction, Grantee further agrees to keep the land area of the easement not subject to the towers, free of any material and debris so it may be utilized for agricultural purposes and other purposes not inconsistent with the easement.

(5) Upon request of Grantor, Grantee agrees to keep the tower area of the easement free and clear of obnoxious weeds.

(6) The Grantee hereby agrees to indemnify and hold harmless the Grantor, its successors and assigns, from any



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loss or damage and from any liability on account of personal injury, death or property damage, or claim for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Grantee's activities under this easement, except liability caused solely by the negligence of the Grantor.

(7) The easement is subject to reservations, restrictions and easements of record and those apparent upon the land, including but not restricted to the rights of Klamath Drainage District, the U.S.B.R. and Geothermal Leases.

Ret to  
Klamath County Title Co.

OF OREGON; COUNTY OF KLAMATH; ss.  
for record at request of KLAMATH COUNTY TITLE CO  
THIS 18th day of OCTOBER A. D. 1977 at 11:04 o'clock AM., and  
uly recorded in Vol. M77, of DEEDS on Page 19921  
FEE \$ 16.00  
Wm D. MILNE, County Clerk  
By Berntha V. Hetch