

Tract GM-777
(38 S-12 E-5)

99704

Vol. H-65 Page 922

TRANSMISSION LINE EASEMENT

The Grantor, STATE OF OREGON, acting by and through its State Board of Forestry, for and in consideration of the sum of One Thousand, One Hundred & Ninety-five DOLLARS (\$1,195.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair, rebuild and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables and appliances necessary in connection therewith, in, upon, over, under and across the tracts of land described in Exhibit A and attached hereto.

TO HAVE AND TO HOLD the above-described easement and right unto the Grantee subject to the following:

(1) DANGER TREES: In addition to the grant of said easement herein Grantee shall have the present and future right to top, limb, fell and remove all growing trees, dead trees or snags, which are collectively called "danger trees" and defined herein, and which are located within strips of land described below; provided, however, the future right of Grantee to top, limb or fell any trees within said danger tree areas that become danger trees hereafter is upon the condition that Grantor be first notified in writing, and Grantor thereafter agrees in writing within 30 days of such notification that said trees are danger trees. Grantor shall have the right to notify Grantee that Grantor will cut and keep such future danger trees. If Grantor elects to cut such trees, it shall be done promptly thereafter as weather permits. If Grantor elects not to cut such trees, then Grantor and Grantee shall agree as to the price to be paid for said trees based upon the market price for stumpage in the area, and prior to cutting such trees, Grantee shall present a voucher for payment to the Grantor.

For the purposes of this provision, danger trees are defined as:

Any growing tree, dead tree or snag which could fall within 55 feet of the centerline or centerlines of the electric transmission facilities herein described, and which are contiguous to the United States of America, Bonneville Power Administration's Grizzly-Malin transmission line right of way as follows:

<u>Width</u> <u>in feet</u>	<u>Side of</u> <u>right of way</u>	<u>From</u>	<u>To</u>
100	Westerly	Opposite SS 7739 + 00	South line of Section 5, Township 38 South, Range 12 East, W.M.
90	Easterly	Opposite SS 7742 + 00	South line of Section 5, Township 38 South, Range 12 East, W.M.

(2) ROAD CONSTRUCTION: Grantee hereby shall have the right to construct, reconstruct, repair and maintain a patrol road on and over said easement for the purposes stated herein, and further, for the exercise of other rights herein granted Grantee, including the performance of obligations required herein; Grantor hereby shall have the right of ingress and egress over and across such road insofar as the same extends across the land of the Grantor, said right of the Grantor to be exercised in a manner that will not interfere with the use of the road by Grantee.

(3) INGRESS AND EGRESS: Grantee hereby shall have the right of ingress and egress over and across lands of the Grantor adjacent to said easement for the purposes stated herein, and, for the purposes of Grantee complying with the requirements hereof.

(4) RIGHT OF WAY CLEARING: Grantee hereby shall have the right to clear said easement and to keep the same clear for all purposes and obligations described herein; such right shall include the removal and disposal of debris, brush, timber, structures and fire hazards; provided, however, Grantee first shall obtain from the State Forester, and thereafter comply with the terms and conditions thereof, the right of way clearing permit required by Oregon law; should Grantor exercise its express and reserved right to use said easement or to plant, manage and harvest forest crops thereon or therefrom, the right of Grantee herein shall be so limited thereby.

(a) Title to all brush and timber to be cut pursuant to the terms hereof (except future danger trees) shall vest in the UNITED STATES OF AMERICA on the date of the execution of this instrument.

(5) UNAUTHORIZED CUTTING: Grantee shall neither cut, damage nor destroy any of Grantor's timber, or timber managed by Grantor, except as provided in this easement, without the permission of Grantor in writing.

(6) SOIL CONSERVATION AND NOXIOUS WEED CONTROL: Grantee will cooperate with Grantor in activities for conservation of soil and the elimination of noxious weeds in accordance with Grantee's established program, incident to its exercise of the easement rights herein granted.

(7) PREVENTION AND SUPPRESSION OF FIRE: In consideration of the rights and privileges granted herein to Grantee, and of the additional fire hazard the lands of the Grantor are exposed to by reason of erection, maintenance and operation of high voltage electrical transmission lines and facilities therefor, which additional hazard would not exist were such lines and facilities not installed, maintained or used, Grantee hereby covenants to and with the Grantor to:

(a) Dispose of all slashings and debris created by Grantee on lands of the Grantor in a manner satisfactory to the Grantor; and

(b) Maintain said easement and right of way, and said patrol road, reasonably free of inflammable debris; and

(c) Take all reasonable precautions to prevent forest, brush and grass fires and endeavor with all available personnel to suppress any fire originating on or threatening said easement and right of way; and

(d) Do no burning on or near said easement and right of way without first obtaining a burning permit from the State Forester or his designated representatives during seasons that such permits are required by Oregon law; and

(e) Immediately notify Grantor and the nearest State Fire Warden upon discovery of fire in the vicinity of said easement and right of way.

(8) PROPERTY DAMAGE OR PERSONAL INJURY: If any work (including construction, operation and maintenance) incident to the exercise of the easement rights herein granted is performed on behalf of Grantee by contractor, the Grantee shall by such contract require the contractor:

(a) To be responsible for damage or destruction of property and injury or death to persons caused in the performance of the contract work; and

(b) To indemnify and save harmless the Grantor, its officials, employees and contractors, from all suits and actions of every name and description brought for or on account of any damage, injury, loss, expense, inconvenience or delay which may have been caused by or may have resulted from the carrying out of the purposes of this agreement; and

(c) To maintain insurance in the amount of One Hundred Thousand Dollars (\$100,000.00) (1) as will protect him from any such claims for damage or destruction to property and for such injuries to or death of persons, and (2) as will protect the Grantor in the event of breach of the contractor's indemnity undertaking to be provided for pursuant to this section.

(9) ASSIGNMENT: Grantee shall not assign nor transfer this agreement in whole or in part without the written consent of Grantor first had and obtained.

(10) RESERVATION: Grantor hereby expressly reserves the right to go upon, over and across the strips of land described herein, and to make such use of said land that is not inconsistent with the rights herein granted as the Grantor may desire; such reservation shall include, but not be limited to, the planting, growing, thinning and harvesting of forest crops of a height of not more than ten (10) feet under the transmission line conductor and not more than fourteen (14) feet elsewhere on said strip of land; provided, however, that except as otherwise provided in this section, forest crop operations shall be conducted in a mutually satisfactory manner, taking into consideration forest fire and other danger and the burden on Grantee when conducting operation and maintenance activities under the easement rights herein granted.

(11) NON-USE - REVERSION: In the event of the non-use of the said easement for a period of five years, the said easement shall revert to the Grantor or its assigns, except that if notice is given by the Grantee, or its assigns, the operation of this paragraph shall be tolled for the year in which said notice is given.

(12) APPROPRIATIONS: All provisions in this agreement obligating the Grantee to the expenditure of funds shall be subject to the availability of appropriations adequate to the fulfillment of such obligations.

IN WITNESS WHEREOF, the STATE OF OREGON, acting by and through its State Board of Forestry, has caused these presents to be signed by its duly authorized Secretary this 26 day of July, 1965.

STATE OF OREGON, acting by and through
its State Board of Forestry

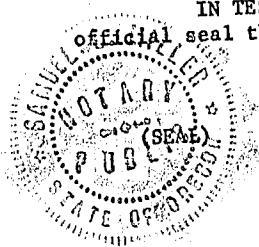
By [Signature] Secretary

(SEAL)

STATE OF OREGON)
) ss:
 COUNTY OF MARION)

On the 26th day of July, 1965, before me
 appeared D.L. Phipps, to me personally known, who,
 being duly sworn, did say that he, the said D.L. Phipps,
 is the Secretary by authority of said Board, and said D.L. Phipps,
 acknowledged said instrument to be the free act and deed of said Board, acting
 for and in behalf of the State of Oregon.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
 official seal this the day and year first in this my certificate written.



Samuel L. Miller
 Notary Public in and for the State
 of Oregon, Residing at Talent, Oregon

My commission expires: April 23, 1965

EXHIBIT A

Tract GM-777
(38 S-12 E-5)

The westerly 150 feet of the following-described 300-foot strip
of land:

That portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, Township 38 South, Range 12 East, Willamette Meridian, Klamath County, Oregon, which lies within a strip of land 300 feet in width, the boundaries of said strip lying 75 feet distant westerly from, and 225 feet distant easterly from, and parallel with, the survey line for the United States of America, Bonneville Power Administration's Grizzly-Malin transmission line, as now located and staked on the ground over, across, upon, and/or adjacent to the above-described property, said survey line being particularly described as follows:

Beginning at survey station 7581 + 56.0, a point in the north line of Section 28, Township 37 South, Range 12 East, Willamette Meridian, said point being S. 88° 28' 00" W. a distance of 938.4 feet from the northeast corner of said Section 28; thence S. 21° 33' 50" W. a distance of 8072.2 feet to survey station 7662 + 28.2; thence S. 22° 18' 10" W. a distance of 14,654.1 feet to survey station 7808 + 82.3, a point in the line common to Sections 8 and 17, Township 38 South, Range 12 East, Willamette Meridian, said point being N. 87° 47' 20" E. a distance of 1248.2 feet from the southwest corner of said Section 8.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Oregon Title Insurance Co.

Filed for record in Vol. 111

Page 15 of 15 August

duly recorded in Vol. 111-65

Fee \$7.50

A. D. 1965 4:02 o'clock P. M., and

Deeds on Page 922

DOROTHY ROGERS, County Clerk

E. *Jane Miller*