

410

Tract No. GM-756 (BPA)

TRANSMISSION LINE EASEMENT

Vol. M-65

1759

65-602
The GRANTOR, herein so styled whether one or more, CLEO ATCHLEY and JOHN A. ATCHLEY, wife and husband; and ETHEL DeLORME and JOSEPH A. DeLORME, wife and husband,



for and in consideration of the sum of - FIVE HUNDRED FIFTY -

----- Dollars (\$ 550.00),

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, maintain, repair, rebuild, operate and patrol one or more line(s) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary thereto, in, over, upon and across the following-described parcel of land in the County of Klamath in the State of Oregon, to-wit:

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

That portion of Government Lot 1, and Lot 2, and S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 6, Township 36 South, Range 13 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 of the United States of America for its 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 7010 + 08.1, a point in the north line of Section 6, Township 36 South, Range 13 East, Willamette Meridian, said point being N. 89° 36' 30" W., a distance of 947.5 feet from the northeast corner of said Section 6; thence S. 20° 52' 10" W., a distance of 5671.1 feet to survey station 7066 + 79.2, a point in the line common to Sections 6 and 7, said Township and Range, said point being S. 89° 29' 50" E. a distance of 2172.9 feet from the southwest corner of said Section 6.

The Portland General Electric Company shall have the right to use the easement provided for herein for access to and from its adjoining transmission line right of way;

~~strips~~ and contiguous to said right of way that (a) are danger trees on May 24, 1965 (hereinafter called "present danger trees") or (b) become danger trees thereafter (hereinafter called "future danger trees"). The right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within 3 years after all present danger trees have been cut, and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES OF AMERICA, such payment to be made within a reasonable period of time after they have been so cut.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on May 24, 1965, and the title to all present danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that title to any additional danger trees shall vest in the UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof; and that title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of said easement and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the UNITED STATES OF AMERICA as herein provided.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 25th day of August, 1965

Cleo Atchley
Cleo Atchley

x John A. Atchley
John A. Atchley

Ethel De Lorme
-Ethel De Lorme 1 M

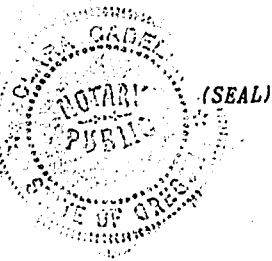
Joseph A. DeLorme

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Oregon)
COUNTY OF Klamath) ss:

On the 7th day of Sept., 1965, personally came before me, a notary public in and for said County and State, the within-named CLEO ATCHLEY and JOHN A. ATCHLEY, wife and husband, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Clara Cabeza
Notary Public in and for the
State of Oregon
Residing at Klamath Falls, Oregon
My commission expires:

My Commission Expires April 8, 1968

STATE OF Oregon)
COUNTY OF Jackson) ss:

On the 25th day of August, 1965, personally came before me, a notary public in and for said County and State, the within-named ETHEL DeLORME and JOSEPH A. DeLORME, wife and husband, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Leslie Fleet
Notary Public in and for the
State of Oregon
Residing at Medford
My commission expires:

My commission expires:

MY COMMISSION EXPIRES SEPT. 20, 1968

STATE OF Oregon)
COUNTY OF Klamath) ss:

I CERTIFY that the within instrument was received for the record on the 17 day of Sept., 1965, at 3:18 P M., and recorded in book M-65 on page 1759, records of Deeds of said County.

Witness my hand and seal of County affixed.

22 Dorothy Rogers

By Jane Stearns

Deputy.

After recording, please return to:

djw 8-11-65

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3537
PORTLAND 8, OREGON

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 177
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