

2007

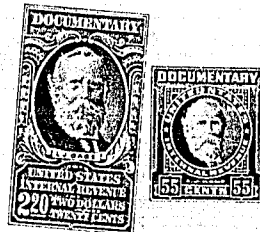
The Portland General Electric Company shall have the right to use the easement provided for herein for access to and from its adjoining transmission line right of way.

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

The Grantors covenant 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 June 22, 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 Grantors 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 Grantors also covenant to and with the UNITED STATES OF AMERICA that Grantors are lawfully seized and possessed of the lands aforesaid; have 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 Grantors 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 27th day of September, 1965.

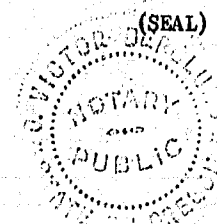


Edwin Rezendes
Edwin Rezendes
Rosa Rezendes

STATE OF Oregon ss:
COUNTY OF Klamath

On the 27th day of September, 1965, personally came before me, a notary public in and for said County and State, the within-named EDWIN REZENDES and ROSA REZENDES, husband and wife, 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.



Whitte Berglund
Notary Public in and for the
State of Oregon
Residing at Portland
My commission expires:
12-31-68

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of 1:01
this 27th day of September A.D. 1965 at 1:01 o'clock P.M., and
duly recorded in Vol. M-55, of Deeds on Page 2005
Fee \$4.50 pd. DOROTHY ROGERS, County Clerk
By [Signature]

BPA 4818
Rev. 2-12-63
W/DTS

Tract No. GM-765 (BPA)
GM-768 (BPA)

642

TRANSMISSION LINE EASEMENT

2008

The GRANTOR, herein so styled whether one or more, MIKE DEELY and JO DEELY, husband and wife,



for and in consideration of the sum of THREE THOUSAND -----

----- Dollars (\$3,000.00),

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:

Tract No. GM-765 (BPA)

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

That portion of the W¹/₂SW¹/₄, the SE¹/₄SW¹/₄ and NE¹/₄SW¹/₄ of Section 35, Township 36 South, Range 12 East, W. M., 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 7297+57.6, a point in the north line of Section 35, Township 36 South, Range 12 East, W. M., said point being S. 89°03'40" E. a distance of 971.6 feet from the quarter section corner in said north line; thence S. 22°56'50" W. a distance of 4816.9 feet to survey station 7345+72.5; thence S. 20°04'00" W. a distance of 821.3 feet to survey station 7353+93.8, a point in the south line of Section 35, said Township and Range, said point being S. 88°49'50" E. a distance of 1439.5 feet from the southwest corner of said Section 35.

Tract No. GM-768 (BPA)

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

That portion of the W¹/₂SW¹/₄ and W¹/₂SW¹/₄ of Section 2, the SE¹/₄SE¹/₄ of Section 3, the E¹/₂NE¹/₄, the NE¹/₄SE¹/₄ and W¹/₂SE¹/₄ of Section 10, all in Township 37 South, Range 12 East, W. M., 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 7353+93.8, a point in the north line of Section 2, Township 37 South, Range 12 East, W. M., said point being S. 88°49'50" E. a distance of 1439.5 feet from the northwest corner of said Section 2; thence continuing S. 20°04'00" W. a distance of 5721.2 feet to survey station 7441+15.0 a point in the line common to Sections 3 and 10, said Township and Range, said point being N. 89°16'20" W. a distance of 141.5 feet from the southeast corner of said Section 3; thence continuing S. 20°04'00" W. a distance of 3014.2 feet to survey station 7441+29.2 Bk. - 7441+24.1 Ab.; thence S. 21°33'50" W. a distance of 2618.0 feet to survey station 7467+42.1, a point in the line common to Sections 10 and 15, said Township and Range, said point being S. 88°52'40" E. a distance of 535.8 feet from the quarter section corner in said common line.

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:

2009

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees; and also the present and future right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantor adjacent to the above-described right of way, which could fall within 55 feet of the centerline or centerlines of the electric transmission facilities herein-before described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within strip of land ~~as follows:~~ ~~as follows:~~ ~~as follows:~~ as follows:

Width	Side of Right of Way	From	To
40	Westerly	East line of W 1/2 NW 1/4, Section 2, T 37 S, R 12 E, W. M.	South line of Section 10, T 37 S, R 12 E, W. M.

~~strip~~ and contiguous to said right of way that (a) are danger trees on June 21, 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 June 21, 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 29th day of September, 1965

Mike Deely
Mike Deely
Jo Deely
Jo Deely

DP

20010

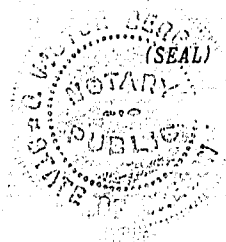
(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Oregon)
COUNTY OF Helena) ss:

On the 28 day of September, 1965, personally came before me, a notary public in and for said County and State, the within-named **MIKE DEELY and JO DEELY, husband and wife,**

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.



W. H. H. H.
Notary Public in and for the
State of Oregon
Residing at Helena

My commission expires:
5/5/67

STATE OF)
COUNTY OF) ss:

On the _____ day of _____, 19____, personally came before me, a notary public in and for said County and State, the within-named _____

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ 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.

(SEAL)

Notary Public in and for the
State of _____
Residing at _____

My commission expires:

STATE OF)
COUNTY OF) ss:

I CERTIFY that the within instrument was received for the record on the 27th day of September, 1965 at 1:02 P.M., and recorded in book M-65 on page 2008, records of Deeds of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers, County Clerk

By [Signature] Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3621
PORTLAND OR OREGON 97208

cyl 9-7-65

BPA 177
Rev. 5-2-61