

4392

Tract No. 61-AR-168-1, Parcel 1

ACCESS ROAD EASEMENT M-66 1785

FOR AND IN CONSIDERATION of the sum of ----- FIFTY -----
 ----- Dollars (\$ 50.00) in hand paid, receipt of which is
 hereby acknowledged, J. ARTHUR BARRETT, a single man, Owner, and D & S DISTRIBUTORS,
 INC., an Arizona corporation, Contract Purchaser,

have granted, bargained, and sold and by these presents do hereby grant, bargain,
 sell, and convey unto the UNITED STATES OF AMERICA and PORTLAND GENERAL ELECTRIC
 COMPANY, an Oregon corporation, each an undivided one-half interest, hereinafter
 collectively called the "Grantees", and their assigns, a permanent easement and
 right of way approximately 14 feet in width, with such additional widths as are
 necessary to provide for cuts, fills, and turnouts and for curves at the angle
 points, all over and across the lands of the Grantor in a portion of the NE1/4
 and a portion of the SW1/4 of Section 26, Township 39 South, Range 11 East,
 Willamette Meridian, Klamath County, Oregon, except any portion thereof (if any)
 which lies within the right of way of the United States of America for its
 Bonneville Power Administration's transmission lines,

for the following purposes, namely: The right to enter and to clear of timber and
 brush; the right to grade, level, cut, fill, drain, build, surface, maintain, repair
 and rebuild a road(s) and such culverts, bridges, turnouts, retaining walls, or other
 appurtenant structures as may be necessary; and the right to use said road(s) on,
 over, and across the land embraced within the right of way, as shown colored in red,
 on the attached right of way map(s) serially numbered 158268 DTM-D. This road may be used
 for access to and from any future transmission lines constructed adjacent or nearly adja-
 cent to the existing right of way.
 The Grantor reserves the right of ingress and egress over and across said road(s),
 and the right to pass and repass along and on said road(s) insofar as the same extend(s)
 across the lands of the Grantor, said right to be exercised in a manner that will not
 interfere with the use of the road(s) by the Grantees, their employees, contractors,
 agents or assigns.

It is understood and agreed that if said road(s) (is) (are) damaged by the Grantees,
 their employees, contractors, agents, or assigns, the Grantees or their assigns will
 repair such damage. Any such repair by the United States of America shall be subject
 to the availability of appropriations therefor.

It is further understood and agreed that Grantor may erect or maintain fences
 across said road(s), provided adequate gates of not less than ten feet in width are
 installed, which may be kept locked, provided the Grantees are also permitted to
 install their own locks thereon.

TO HAVE AND TO HOLD the said easement and right of way unto said Grantees and
 their assigns, forever.

It is further understood and agreed by the Grantor that the payment of such
 purchase price is accepted as full compensation for all damages incidental to the
 exercise of any of the rights above described.

Grantor covenants with the Grantees that Grantor is lawfully seized and possessed
 of the lands aforesaid; has a good and lawful right and power to sell and convey the
 same; that the same are free and clear of all encumbrances; and that Grantor will for-
 ever warrant and defend the title thereto and quiet possession thereof against the
 lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the individual hereinabove named has hereunto set his hand,
 and D & S DISTRIBUTORS, INC., has caused this instrument to be signed by its proper
 officers thereunto duly authorized and its corporate seal to be hereunto affixed

WITNE this 19th day of January, 1966.



33

ATTEST:

J. Arthur Barrett
 J. Arthur Barrett

D & S DISTRIBUTORS, INC.

By *Harold S. Smith*
 President

By *Dale M. Robinson*
 Secretary

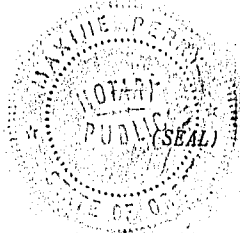
1786

(Corporate Form)

STATE OF OREGON)
) ss:
COUNTY OF KLAMATH)

On this 31st day of January, 1966 before me personally appeared
KARL F. DEHLINGER and ISABELL M. DEHLINGER to me known to be the
President and Secretary of the corporation that
executed the foregoing instrument, and acknowledged said instrument to be the free and vol-
untary act and deed of said corporation, for the uses and purposes therein mentioned, and
on oath stated they are authorized to execute said instrument and that the seal
affixed is the corporate seal of said corporation.

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

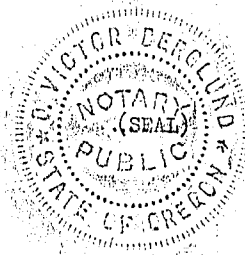


Maxine Perry
Notary Public in and for the
State of Oregon
Residing at Klamath Falls, Oregon
My commission expires: 9/23/66

STATE OF *Oregon* }
COUNTY OF *Klamath* } ss:

On the 19th day of January, 1966, personally came before me, a
notary public in and for said County and State, the within-named J. ARTHUR BARRETT, a
single man, to me personally known to be the identical person described in and who executed
the within and foregoing instrument and acknowledged to me that he executed the same as his
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



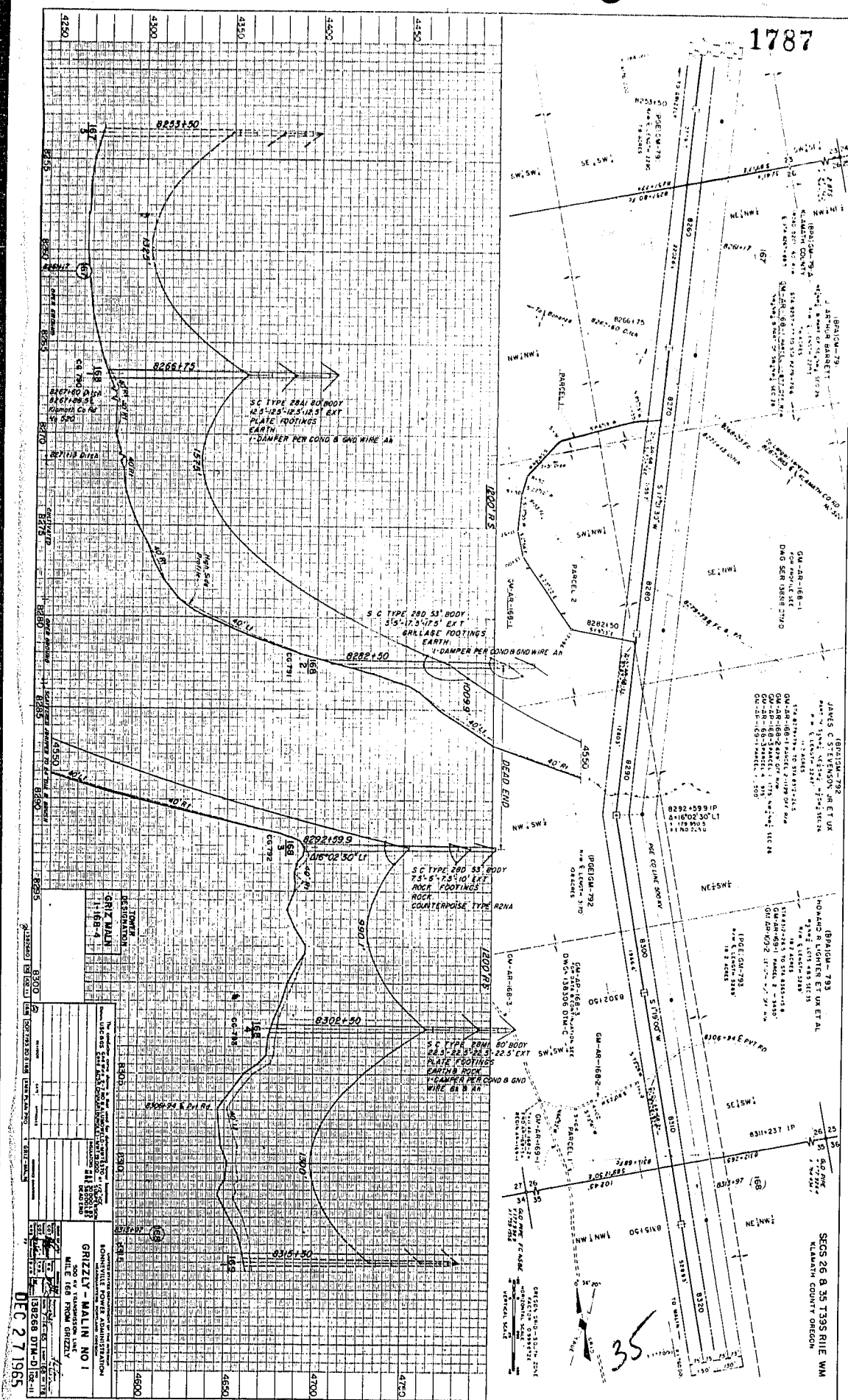
Victor Berglund
Notary Public in and for the
State of *Oregon*
Residing at *Portland*
My commission expires:
5-15-67

The within instrument was received for the record on the _____ day of _____, 19____,
at _____ M., and recorded in book _____ on page _____, records of _____ County,
(State).

34 By _____ Deputy.

Upon recordation, please return to:

Rel:
TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 13337 3621
PORTLAND 8, OREGON



1788

Filed for record of Pennville Power Admin
this 3rd day of March 1966 at 2:45 o'clock P.M., a
duly recorded in Vol. M-66 of Deeds on Page 1785
By Dolores Fawcett
Fee \$6.00 pd.