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## ELECTRIC TRANSMISSION LINE EASEMENT

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KNOW ALL MEN BY THESE PRESENTS, That J. ARTHUR BARRETT, a single man, Owner  
and D. & S. DISTRIBUTORS, INC. an Arizona corporation, Contract Purchaser.

(hereinafter called "the Grantors," whether one or more than one), for and in consideration of the payment of the sum of  
Ten and No/100ths - - - - - Dollars (\$10.00),  
the receipt of which is hereby acknowledged, hereby grant, sell and convey to Portland General Electric Company, an Oregon  
Corporation, (hereinafter called "the Grantee"), its successors and assigns, a perpetual easement and right of way over, under  
and across the following described parcel of land situated in Klamath  
County, Oregon, being a strip of land 150 feet in width, ~~extending~~ ~~across~~ ~~on each side of a~~  
~~center line~~ more particularly described as follows: The easterly 150 feet of the following described 300  
foot strip of land:

That portion of E 1/2 NW 1/4 of Section 26, Township 39 South, Range 11 East, Willamette  
Meridian, Klamath County, Oregon, which lies northeasterly from a line whose course is as  
follows: Beginning at a point on the south line of the NW 1/4 NW 1/4 of Section 26, which  
point is 252 feet east of the southwest corner of said NW 1/4 NW 1/4; thence S. 86°E., 406  
feet; thence S. 34°E., 811 feet; thence S. 64°E., 407 feet; thence S. 56°E., 810 feet, more  
or less, to a point on the south line of the SE 1/4 NW 1/4 of Section 26; and only that  
part 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 U.S. 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 8091+89.2, a point in the north line of Section 12, Township 39  
South, Range 11 East, Willamette Meridian, said point being N. 89°17'10"W., a distance of  
1111.9 feet from the quarter section corner in said north line; thence, S. 17°21'30"W., a  
distance of 20,070.7 feet, to survey station 8292+59.9; thence, S. 1°19'00"W., a distance of  
1966.6 feet, to survey station 8312+26.5, a point in the south line of Section 26, said  
Township and Range, said point being S. 89°12'50"E., a distance of 1024.5 feet from the  
southwest corner of said Section 26.

The United States of America 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 the above described easement and right of way unto the Grantee, its successors and  
assigns, together with the present right to top, limb or fell all growing and dead trees and snags (said trees and snags herein-  
after collectively called "danger trees") located on land owned by the Grantors, adjacent to the above described right of way,  
which danger trees will be determined by the Grantee. The consideration paid for this easement includes the value of all trees  
on the right of way and all danger trees adjacent to said right of way. In addition the Grantee shall have the future right  
to top, limb or fell all growing and dead trees and snags which shall in Grantee's estimation become danger trees in the  
future. In the event that Grantee exercises such future danger tree rights Grantee shall pay the owner of said future danger  
trees, their market value on the day they are cut, such payment to be made within a reasonable time after they have been so cut.

Said easement and right of way shall be for the following purposes, namely: the perpetual right to enter upon and to  
erect, maintain, repair, rebuild, operate and patrol electric power transmission lines, structures and appurtenant signal lines,  
including the right to erect such poles, towers, transmission structures, wires, cables, guys, supports and appurtenances as are  
necessary thereto, 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, including the right to restrict the growth of trees and brush on said right of way by the  
use of chemical sprays, provided however that pasture or cultivated lands shall not be sprayed and that fire hazards shall  
not be interpreted to include any growing crops other than trees and brush.

Grantors shall have the right to use the lands subject to the above described easement for all purposes not inconsistent  
with the uses and purposes herein set forth, except Grantors shall not build or erect any structure upon the right of way  
without the prior written consent of the Grantee.

It is hereby agreed by the Grantors that, (1) title to all brush, timber, or structures existing upon the right of way  
and to all present danger trees shall vest immediately in the Grantee; (2) all future danger trees cut pursuant to the terms  
hereof shall remain the property of the owner thereof on the date of their cutting.

The Grantors hereby acknowledge that the purchase price named herein is accepted by the Grantors as full compensa-  
tion for all damages incidental to the exercise of any of said easements, loss of growing crops on right of way during con-  
struction, for guys and anchors extending beyond the right of way and danger tree rights, except payment for any future  
danger tree rights as defined hereinabove which may be exercised by the Grantee as provided hereinabove.

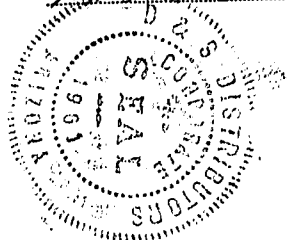
If the Grantee, its successors and assigns, shall fail to use said right of way for the purposes above mentioned for a  
continuous period of five years after construction of said power lines, then and in that event this right of way and easement  
shall terminate and all rights and privileges granted hereunder shall revert to the Grantors, their heirs and assigns.

The Grantors hereby warrant that they are possessed of a marketable title to the property covered by this easement,  
and have the right to grant the same.

The Grantors, for themselves and their heirs and assigns, covenant to and with the Grantee, its successors and assigns,  
that the Grantee, its successors and assigns, shall peaceably enjoy the rights and privileges herein granted.

IN WITNESS WHEREOF, the Grantors have caused this easement to be executed this 4th day of

March, 1966



J. Arthur Barrett (SEAL)

D. & S. DISTRIBUTORS, INC. (SEAL)

By: *Harold W. Sullivan* (SEAL)

President

Attest: *Baker M. Sullivan* (SEAL)

Secretary

1981

State of Oregon

County of

*4/2/81*

*2/2/81*

Be it remembered that on this day, 1981, the following instrument was filed for record in the County of \_\_\_\_\_, State of Oregon:

In the presence of the undersigned, a Notary Public for the State of Oregon, the following instrument was presented and read aloud, and the contents thereof were explained to the parties thereto, who acknowledged the same to be true and correct.

In testimony whereof, I have hereunto set my hand and official seal this 2nd day of April, 1981, at the County of \_\_\_\_\_, State of Oregon.

Notary Public for Oregon

*4/2/81*

STATE OF OREGON

County of \_\_\_\_\_

Be it remembered that on this day, 1981, the following instrument was filed for record in the County of \_\_\_\_\_, State of Oregon:

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Notary Public for Oregon

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