

4436

ELECTRIC TRANSMISSION LINE EASEMENT

1841

KNOW ALL MEN BY THESE PRESENTS, That MIKE DEELY and JO DEELY,
husband and wife (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, more particularly described as follows:

Tract No. GM-765

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

That portion of the W 1/2 NE 1/4, the SE 1/4 NW 1/4, and
NE 1/4 SW 1/4 of Section 35, Township 36 South, Range 12
East, Willamette Meridian, Klamath County, Oregon, which
lies within a strip of land 300 feet in width, the boundar-
ies 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 7297+57.6, a point in the north
line of Section 35, Township 36 South, Range 12 East,
Willamette Meridian, 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
4814.9 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

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

That portion of the W 1/2 SW 1/4 NW 1/4, and W 1/2 SW 1/4
of Section 2, the SE 1/4 SE 1/4 of Section 3, the E 1/2 NE 1/4,
the NE 1/4 SE 1/4 and W 1/2 SE 1/4 of Section 10, Township
37 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,

Approved As To Description
All Buckle Eng. Dept.

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: 1842

Beginning at survey station 7353+93.8, a point in the north line of Section 2, Township 37 South, Range 12 East, Willamette Meridian, 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 7411+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 Ah.; 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 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 hereinafter 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. 1843

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 compensation for all damages incidental to the exercise of any of said easements, including damage to growing crops on right of way during construction, 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.

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IN WITNESS WHEREOF, the Grantors have caused this easement
to be executed this 3 day of March, 1966.

Mike Deely

Jo Deely

STATE OF OREGON

COUNTY OF Klamath

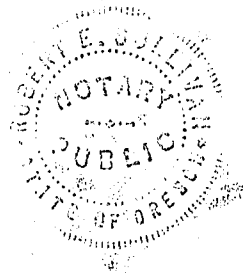
ss.

On this 3 day of March, 1966, before me,
the undersigned, a Notary Public in and for said County and State, personally
appeared Mike Deely and Jo Deely to me known to be the individuals described
in and who executed the foregoing instrument, and acknowledged that they
executed the same freely and voluntarily.

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

Robert H. Sullivan
Notary Public for Oregon

My commission expires: 3-23-67



STATE OF OREGON, COUNTY OF KLAMATH, ss:

Filed for record at request of OREGON TITLE COMPANY OF KLAMATH COUNTY

this 4th day of March, A.D. 1966 at 4:00 o'clock P.M., and

duly recorded in Vol. M-66, of Deeds at Page 1841

By Carolyn Rogers, County Clerk

Fee 6.00 pd.

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