

4508 ELECTRIC TRANSMISSION LINE EASEMENT 466 1925

KNOW ALL MEN BY THESE PRESENTS, That MODOC LUMBER COMPANY, an Oregon Corporation, also shown of record as Modoc Lumber Co., an Oregon Corporation, (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:

GM-746

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

65-1122 That portion of the E 1/2 NW 1/4 of Section 27, Township 34 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 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 6562+48.1, a point in the north line of Section 27, Township 34 South, Range 13 East, Willamette Meridian, said point being N. 89°25'30" W., a distance of 513.2 feet from the quarter section corner in said north line; thence, S. 9°41'00" W., at a distance of 5354.4 feet, to survey station 6616+02.5, a point in the line common to Sections 27 and 34, said Township and Range, said point being S. 89°05'50" E., a distance of 1272.0 feet from the northwest corner of said Section 34.

Approved to Prescription  
A. W. [Signature]

GM-771

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

That portion of SE 1/4 NW 1/4 of Section 15, 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, 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 7467+42.1, a point in the north line of Section 15, Township 37 South, Range 12 East, Willamette Meridian, said point being S. 88°52'40" E., a distance of 535.8 feet from the quarter section corner in said north line; thence, S. 21°33'50" W., a distance of 11,413.9 feet to survey station 7581+56.0, a point in the line common to Sections 21 and 28, said

1926

Township and Range, said point being S. 88°28'00"  
W., a distance of 938.4 feet from the southeast corner  
of said Section 21.

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 as of June 3, 1965. 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 inter-  
preted 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 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 herein-  
above.

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.

1927

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.

MODOC LUMBER COMPANY

By: L. L. Shaw  
President

Attest: P. B. Spink  
Assistant Secretary



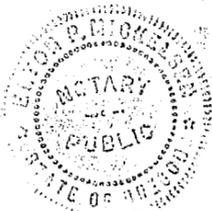
STATE OF OREGON )  
                          ) ss.  
COUNTY OF KLAMATH )

On this 4th day of March, 1966, before me, the undersigned Notary Public, appeared L. L. Shaw and P. B. Spink, both to me personally known, who, being duly sworn did say that he, the said L. L. Shaw is the President, and he, the said P. B. Spink is the Assistant Secretary of MODOC LUMBER COMPANY, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said L. L. Shaw and P. B. Spink, acknowledged said instrument to be the free act and deed of said corporation.

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

Elton P. Mickelsen  
Notary Public for Oregon

My commission expires: Aug 19, 1968



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Oregon Title Co  
this 9th day of March, A.D. 1966, at 3:39 o'clock P.M., and  
duly recorded in Vol. 4-66, of Records on Page 1935  
LOU ANN HOLLERS, County Clerk

Fee 450/pd.

25