

1413

Tract No. 5056

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

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The GRANTOR, herein so styled whether one or more, RAY C. MCKRAY and LINDA MCKRAY,  
husband and wife,

65-956 for and in consideration of the sum of - FIVE HUNDRED -  
Dollars (\$ 500.00 ),

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 1 or more line(s) of electric power trans-  
mission 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:

and W<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> of Section 23, Dated 3/23/66

The westerly 150 feet of the following described 300 foot strip of land:  
That portion of SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> and SE<sup>1</sup>/<sub>4</sub> of Section 14, Township 39 South, Range 11 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  
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 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.



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.

The Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the construction, operation and maintenance of a road approximately 14 feet in width (with such additional widths as are necessary to provide for cuts, fills, and turnouts, and for curves at angle points) on, over, and across the land of the grantor in a portion of the SE1/4 of Section 14, Township 39 South, Range 11 East, Willamette Meridian, Klamath County, Oregon, and Tracts 8 and 9 of Riverside Tracts in said Section 14, according to the recorded plat thereof, records of said county, also W1/4 and the SE1/4 of Section 23, said Township and Range, which lies within a strip of land 14 feet in width, 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, danger trees, and brush; to build, cut, fill, level, grade, drain, surface, maintain, repair and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, as shown colored in red on drawing Serial No. 138315 and 138267 DTM-D, prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference, made a part hereof.

Grantor reserves the right of ingress and egress over and across said road, and the right to pass and repass along and on said road insofar as the same extends across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the road by the United States of America, its employees, contractors, agents or assigns.

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It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, agents or assigns, the UNITED STATES OF AMERICA or its assigns will, subject to availability of appropriations, repair such damage.

It is further understood and agreed that Grantor may erect or maintain fences across said road provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

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 rights of way on the date hereof, shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

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 9 day of Feb., 1966

Ray C. McKray  
Ray C. McKray

Linda McKray  
Linda McKray

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1415

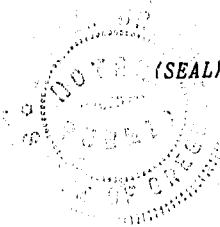
(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

2737

STATE OF *Oregon* )  
COUNTY OF *Clatsop* ) ss:

On the *11* day of *February*, 19*66*, personally came before me, a notary public in and for said County and State, the within-named Ray C. McKay and Linda McKay, 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.

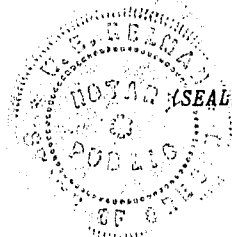


*Evelyn Brown*  
Notary Public in and for the  
State of *Oregon*  
Residing at *Bonanza Ore*  
My commission expires: *September 30, 1966*

STATE OF *Oregon* )  
COUNTY OF *Clatsop* ) ss:

On the *23* day of *March*, 19*66*, personally came before me, a notary public in and for said County and State, the within-named Ray C. McKay and Linda McKay, 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. E. Helman*  
Notary Public in and for the  
State of *Oregon*  
Residing at *Portland*  
My commission expires: *Sept. 20, 1969*

STATE OF )  
COUNTY OF ) ss:

I CERTIFY that the within instrument was received for the record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_, records of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

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By \_\_\_\_\_ Deputy.

After recording, please return to:

mm 10-14-65

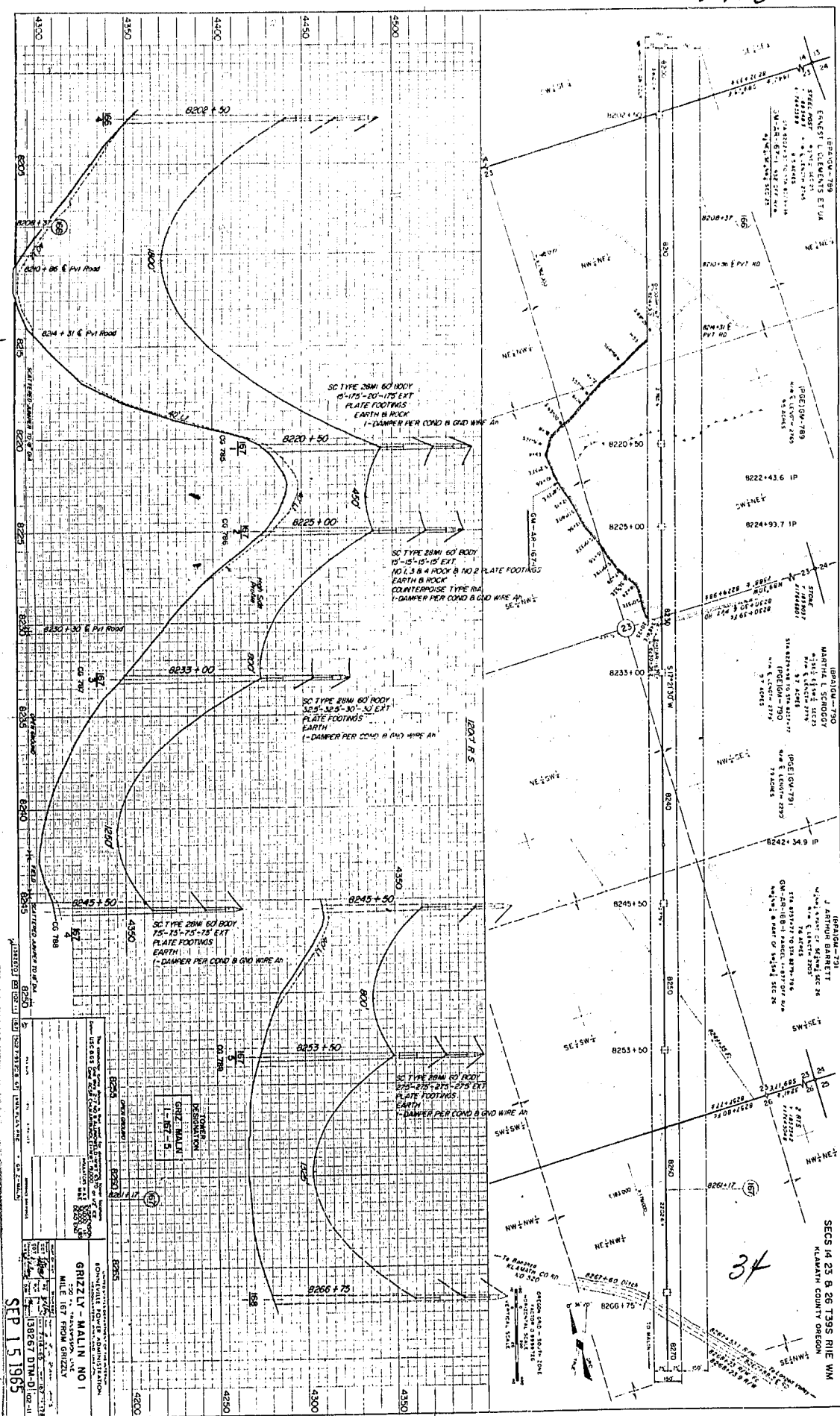
TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3537  
PORTLAND 8, OREGON

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 177  
Rev. 5-2-61



2738 1416



2739 1417

