

corporation,

County, Oregon, being a strip of land.....150.....feet in width, extending.....from each side of a

Beginning at survey station 6058+60.8, a point in the east line of Section 7, Township 33 South, Range 14 East, Willamette Meridian, said point being S 0° 12' 40" E., a distance of 328.4 feet from the quarter section corner in said east line; thence, S. 42° 44' 30" W., a distance of 3134.0 feet, to survey station 6089+94.8, a point in the line common to Sections 7 and 18, said Township and Range, said point being S. 89° 40' 20" E. a distance of 509.8 feet from the quarter section corner in said common line; thence, continuing, S. 42° 44' 30" W., a distance of 4573.6 feet, to survey station 6135+68.4, a point in the west line of Section 18, said Township and Range, said point being S. 0° 41' 20" W., a distance of 909.5 feet from the quarter section corner in said west line.

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.

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 agreed herein is accepted by the Grantors as full compensation for all damages incidental to the exercise of any of said easements, except 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.

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

O'CONNOR LIVESTOCK COMPANY

By: John D. Connor (SEAL)
President
Attest: John D. Connor (SEAL)
Secretary

Notary Public for Oregon
My Commission Expires May 20, 1969

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STATE OF OREGON

County of

3554

On this day of, 19....., before me, the undersigned, a Notary Public in and for said County and State, personally appeared

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.

My commission expires:

Notary Public for Oregon

STATE OF OREGON

County of

On this day of, 19....., before me, the undersigned, a Notary Public in and for said County and State, personally appeared

to me known to be the individuals described in the foregoing instrument 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.

My commission expires:

Notary Public for Oregon

STATE OF OREGON)
County of Klamath) ss.

On this 4 day of April, 1966, before me personally appeared John A. McQuinn and John M. McQuinn 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 voluntary 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.

Robert E. Sullivan
Notary Public in and for the State
of Oregon

My commission expires: 3-23-1967

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Chas. Little Insurance Co.
this 21 day of April, A.D. 1966 at 4:55 PM., and
duly recorded in Vol. 14-66, of Deeds on Page

LORAHY ROGERS, County Clerk

By Jane M. Mace

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