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KNOW ALL MEN BY THESE PRESENTS, That HOWARD R. LIGHTER and
MARY A. LIGHTER, husband and wife; BRUCE LIGHTER, also known as Bruce C.
Lighter, and KATHERINE LIGHTER, 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, 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:

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

That portion of the W 1/2 NW 1/4 and Government Lots 4 and 5 of Section 35, 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 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 8312+26.5, a point in the north line of Section 35, Township 39 South, Range 11 East, Willamette Meridian, said point being S. 89°12'50" E., a distance of 1024.5 feet from the northwest corner of said Section 35; thence, S. 1°19'00" W., a distance of 5289.3 feet, to survey station 8365+15.8, a point in the south line of said Section 35, said Township and Range, said point being S. 89°12'20" E., a distance of 1007.1 feet from the southwest corner of said Section 35.

Tract No. GM 794

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

That portion of Government Lot 2, the SW 1/4 NW 1/4, Government Lots 9, 10 and 12 of Section 2, Township 40 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

Approved As To Description

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described property, said survey line being particularly described as follows:

Beginning at survey station 8365+15.8, a point in the north line of Section 2, Township 40 South, Range 12 East, Willamette Meridian, said point being S. 89°12'20" E., a distance of 1007.1 feet from the northwest corner of said Section 2; thence, S. 1°19'00"W., a distance of 2914.2 feet, to survey station 8394+30.0; thence, S. 24°40'40" E., a distance of 2688.3 feet, to survey station 8421+18.3, a point in the line common to Sections 2 and 11, said Township and Range, said point being N. 89°13'00" W., a distance of 553.6 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 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 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 further right and easement is hereby conveyed to the Grantee for the joint use of Grantors private access road in the construction, operation and repair of said power transmission facilities, provided however that Grantee leave said road in as good condition as when found. Said access road is located approximately as follows:

In portions of the W 1/2 NW 1/4 and Government Lots 4 and 5 of Section 35, Township 39 South, Range 11 East, W.M.; and Government Lot 2, the SW 1/4 NW 1/4, and Government Lots 9, 10 and 11 of Section 2, Township 40 South, Range 12 East, W.M., Klamath County, Oregon, all as shown colored red on Bonneville Power Administration drawings Nos. 138269 and 138307 attached hereto and by reference thereto made a part hereof.

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, loss of 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.

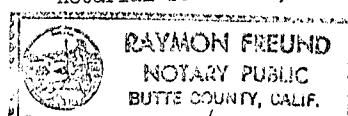
IN WITNESS WHEREOF, The Grantors have caused this easement to be executed this 1st day of March, 1966.

Howard R. Lighter (SEAL)
Howard R. Lighter
Mary A. Lighter (SEAL)
Mary A. Lighter
Bruce Lighter (SEAL)
Bruce Lighter
Katherine Lighter (SEAL)
Katherine Lighter

STATE OF CALIF.)
County of BUTTE) ss.

On this 1 day of March, 1966, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named Howard R. Lighter and Mary A. Lighter 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.



Raymond Freund
Notary Public for
My commission expires: April 14, 1967

STATE OF Hawaii)
City of Honolulu) ss.
County of Honolulu

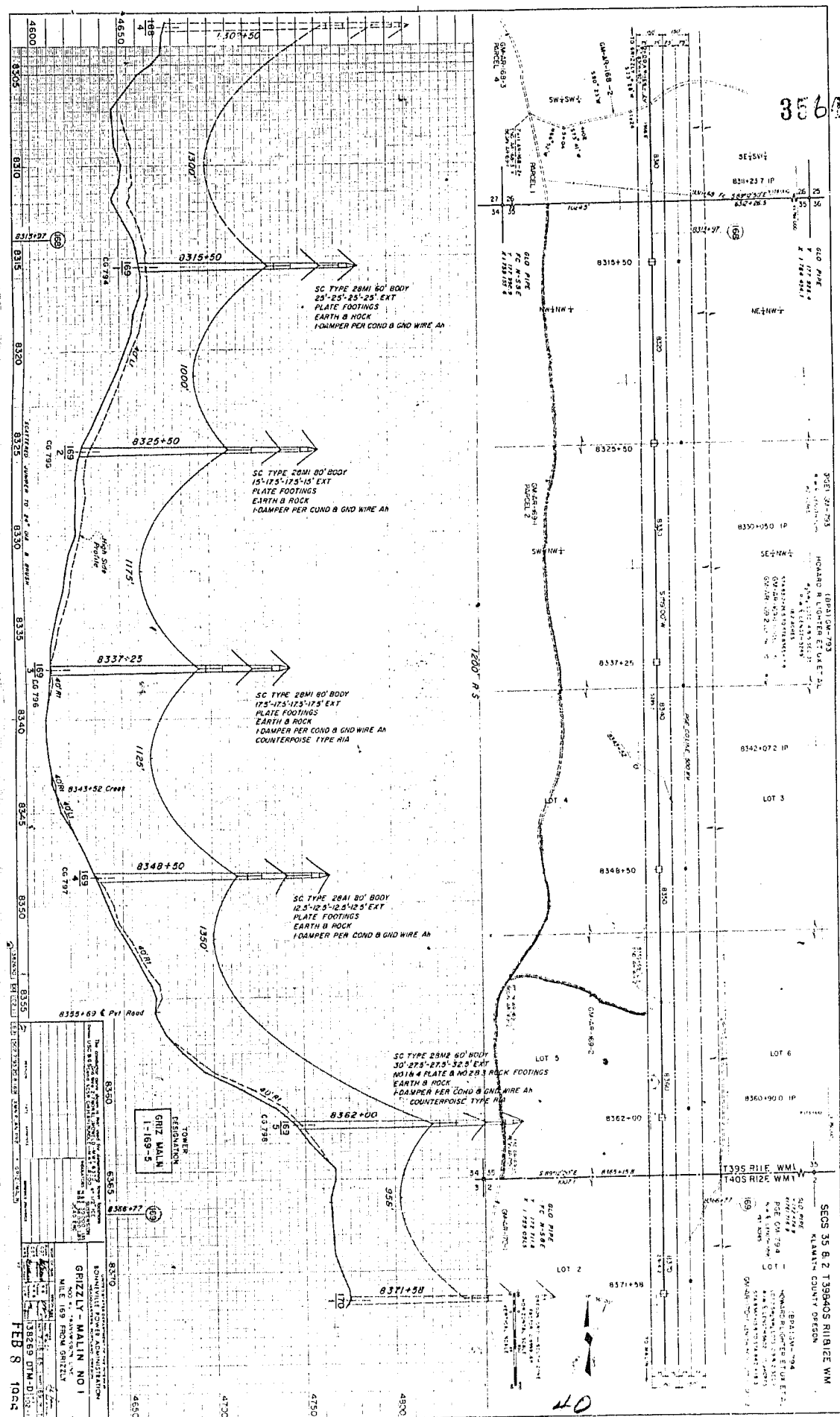
On this 2nd day of March, 1966, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named Bruce Lighter and Katherine Lighter to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily.

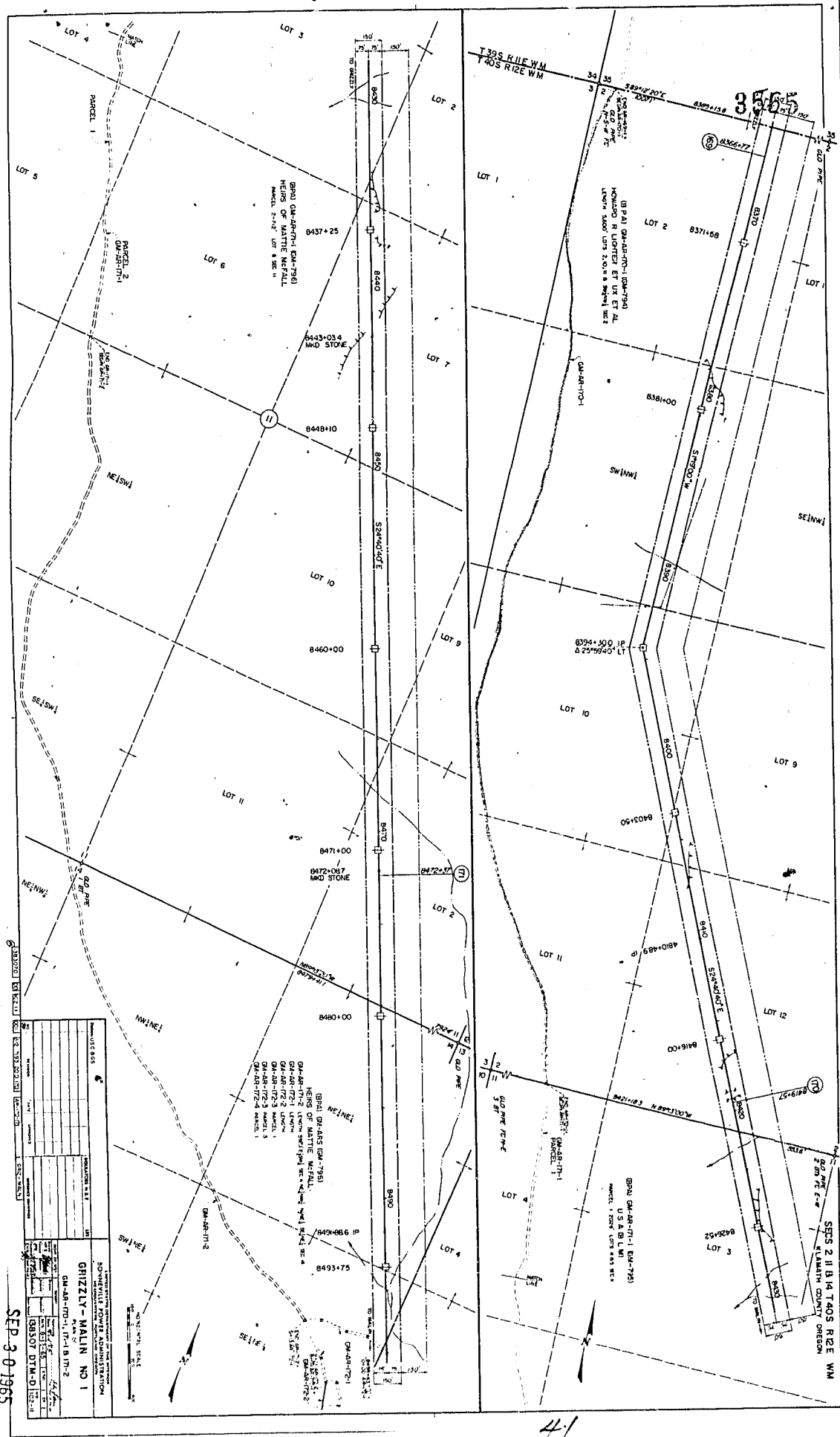
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this, the day and year in this instrument first written.

Dwight L. Linn
Notary Public for
My commission expires: Feb 25, 1966

Notary Public, First Judicial Circuit
State of Hawaii

My Commission expires:





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STATE OF OREGON; COUNTY OF CLATSOP; ss.
Filed for record at request of Oregon Title Insurance Co.
this 21 day of April A.D. 1966 at 4:07 o'clock P., and
duly recorded in Vol. M-66, of Deeds on Page 3560
Fee \$10.50
By Dorothy Rogers, County Clerk