

5974

ELECTRIC TRANSMISSION LINE EASEMENT

Vol. 146 Page 4887

KNOW ALL MEN BY THESE PRESENTS, That PHIL H. TUPPER and RACHEL R. TUPPER, also known as Rachel Tupper, husband and wife, as to an undivided one-half interest; JONATHAN M. CRUME and DOROTHY J. CRUME, husband and wife, as to an undivided one-third interest; and ALICE J. CHIPPS, an unremarried widow, as to an undivided one-sixth interest,

(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, ~~crossing~~ ~~across~~ ~~the~~ ~~strip~~ ~~of~~ ~~land~~ ~~described~~ ~~as~~ ~~follows~~:

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

That portion of E 1/2 NE 1/4 of Section 13, Township 36 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 7123+34.8, a point in the north line of Section 18, Township 36 South, Range 13 East, Willamette Meridian, said point being N. 89°25'50" E., a distance of 208.1 feet from the northwest corner of said Section 18; thence, S. 20°52'10" W., a distance of 1660.2 feet, to survey station 7139+95.0; thence, S. 27°11'40" W., a distance of 4162.1 feet, to survey station 7181+57.1, a point in the line common to Sections 13 and 24, Township 36 South, Range 12 East, Willamette Meridian, said point being S. 89°58'50" E., a distance of 447.0 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.

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, ~~except~~ ~~damages~~ ~~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 10 day of

March, 19. 66

Alice J. Chipps

Phil H. Tupper (SEAL)
Rachel R. Tupper (SEAL)
Dorothy J. Crume (SEAL)
Jonathan M. Crume (SEAL)

103

STATE OF OREGON

County of Klamath

4888

On this 10 day of March, 1966, before me, the undersigned, a Notary Public in and for

said County and State, personally appeared Phil H. Tupper and Rachel R. Tupper

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.

William C. Walker
Notary Public for Oregon

My commission expires:

4/13/67

STATE OF OREGON

County of Klamath

On this 3 day of March, 1966, before me, the undersigned, a Notary Public in and for

said County and State, personally appeared Jonathan M. Crume and Dorothy J. Crume

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.

Robert E. Sullivan
Notary Public for Oregon

My commission expires:

March 23, 1969

STATE OF OREGON)

County of Klamath)

On this 3 day of March, 1966, personally came before me, a notary public in and for said County and State, the within-named Alice J. Chipps to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

above written.

GIVEN under my hand and official seal the day and year last

Robert E. Sullivan
Notary Public for Oregon

My commission expires: March 23, 1969

STATE OF OREGON, COUNTY OF KLAMATH, ss:

Filed for record at request of Portland Journal-Laboratory Co.

this 4 day of May, A.D. 1966 11:05 A.M., and

duly recorded in Vol. 46, of Books on Page 4887

DOROTHY ROGERS, County Clerk

By Jane Adams, 104