

66-345 J

7199

Tract No. GM-AP-147-2, P. 2 & 3

6455

ACCESS ROAD EASEMENT

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED FIFTY - - - - -
 Dollars (\$ 350.00) in hand paid, receipt of which is
 hereby acknowledged, EDWIN REZENDES and ROSA REZENDES, husband and wife,

have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, each an undivided one-half interest, hereinafter collectively called the "Grantees", and their assigns, a permanent easement and right of way approximately 14 feet in width, with such additional widths as are necessary to provide for cuts, fills, and turnouts and for curves at the angle points, all over and across the lands of the Grantor in a portion of the NW 1/4 and NE 1/4 of Section 24, and a portion of Government Lot 30 of Section 13, all in Township 36 South, Range 12 East, T. 36 S., R. 12 E., Klamath County, Oregon, except any portion thereof (if any) which lies within the right of way of the United States of America for its Bonnevile Power Administration's transmission lines and which lies within the right of way for Portland General Electric Company's transmission line,

for the following purposes, namely: The right to enter and to clear of timber and brush; the right to grade, level, cut, fill, drain, build, surface, maintain, repair and rebuild a road(s) and such culverts, bridges, turnouts, retaining walls, or other appurtenant structures as may be necessary; and the right to use said road(s) on, over, and across the land embraced within the right of way, as shown colored in red, on the attached right of way map(s) serially numbered 134314 DT-1-D.

The Grantor reserves the right of ingress and egress over and across said road(s), and the right to pass and repass along and on said road(s) insofar as the same extend(s) across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the road(s) by the Grantees, their employees, contractors, agents or assigns.

It is understood and agreed that if said road(s) (is) (are) damaged by the Grantees, their employees, contractors, agents, or assigns, the Grantees or their assigns will repair such damage. Any such repair by the United States of America shall be subject to the availability of appropriations therefor.

It is further understood and agreed that Grantor may erect or maintain fences across said road(s), provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the Grantees are also permitted to install their own locks thereon.

TO HAVE AND TO HOLD the said easement and right of way unto said Grantees and their assigns, forever.

It is further understood and agreed by the Grantor that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

Grantor covenants with the Grantees that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances; and that Grantor will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

This road may be used for ingress and egress to and from the Bonnevile Power Administration's Grizzly-Gallin No. 1 transmission line and to and from any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

The United States of America will furnish and install a pipe frame gate at survey station 51+22 on this access road. Grantor may keep gate locked provided the United States of America and Portland General Electric Company are permitted to install their own locks thereon.

DATED this 1 day of June, 1966.

Edwin Rezendes
 Edwin Rezendes

Rosa Rezendes
 Rosa Rezendes

MY COMMISSION EXPIRES 12/31/66



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

On the *1* day of *June*, 19*66*, personally came before me, a notary public in and for said County and State, the within-named EDWIN REZENDES and ROSA REZENDES, 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.

(SEAL)

John B. Jones
Notary Public in and for the
State of *Oregon*
Residing at *Beatty*

My commission expires: ...
MY COMMISSION EXPIRES: 05, 1968

STATE OF)
COUNTY OF) ss:

On the day of , 19 , personally came before me, a notary public in and for said County and State, the within-named

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that executed the same as 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.

(SEAL)

Notary Public in and for the
State of
Residing at

My commission expires:

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.

By _____
Deputy.

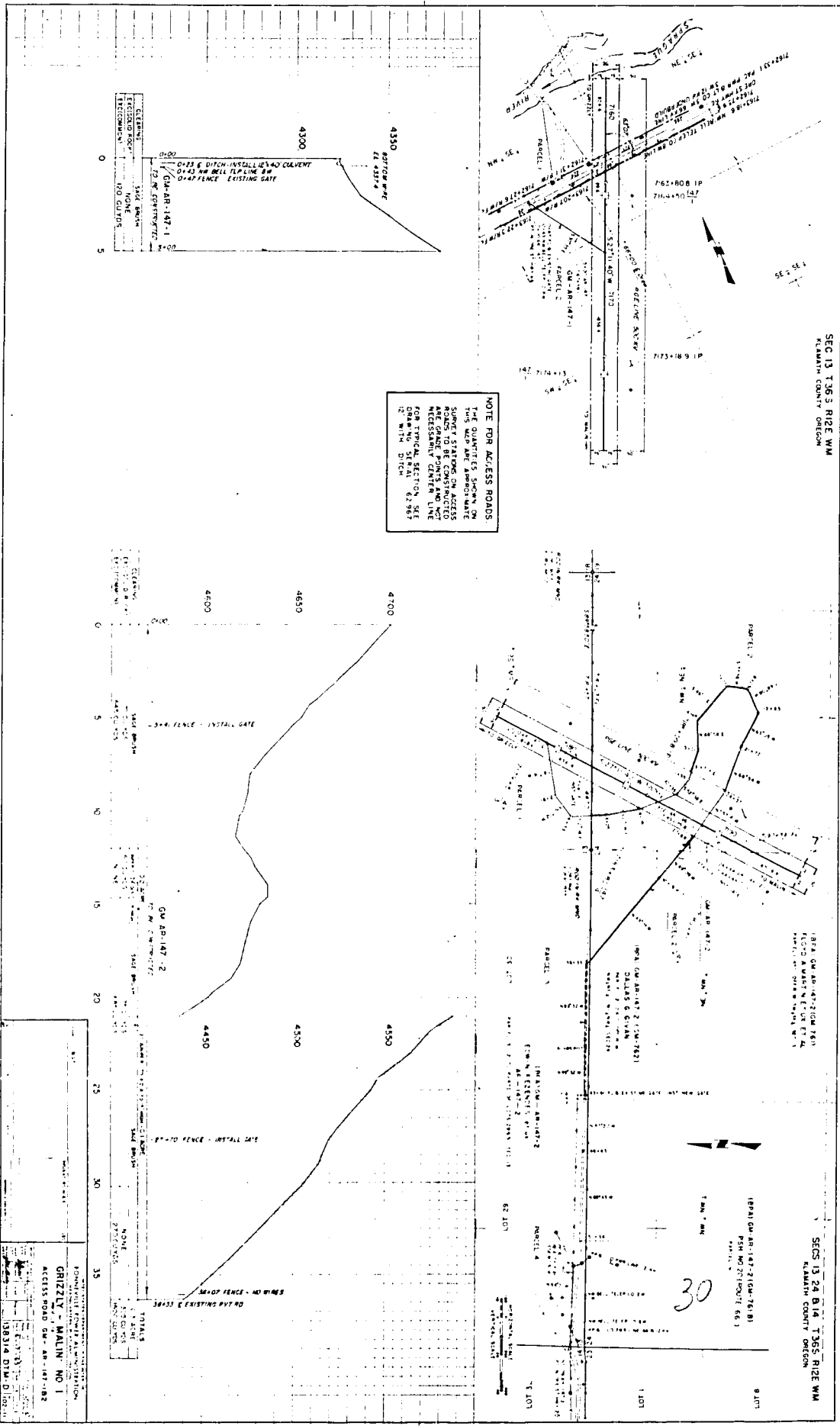
After recording, please return to:

cyl 3-16-66

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 1372 3621
PORTLAND EX OREGON 97208

BPA 177
Rev. 5-2-61

6457



SEP 15 1965

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at _____ Oregon Title Company
this _____ day of _____ at _____ o'clock _____ M., and
duly recorded in Vol. _____ of _____ or Page _____

DO NOT ROBERTS, County Clerk

By *Carolyn L. Smith*