

65-1715

Tract No. GR-AR-146-1, P. 2

7615

ACCESS ROAD EASEMENT

M-66

7053

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED FIFTY - - - - -  
 - - - - - Dollars (\$150.00 ) in hand paid, receipt of which is  
 hereby acknowledged, WEYERMUEUSER COMPANY, a Washington corporation,

has <sup>does</sup>  
~~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 SW 1/4  
 of Section 12, Township 36 South, Range 12 East, Willamette Meridian, Klamath  
 County, Oregon, except any portion thereof which lies within the right of way of  
 the United States of America for its Bonneville 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 138324 D.M.-2.

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 for-  
 ever 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 Bonneville Power  
 Administration's Grizzly-Gallien 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.

DATED this 27th day of June, 1966.

WEYERMUEUSER COMPANY



Attest:

*Mary S. Mosier*  
 Assistant Secretary

*H. S. Morgan*  
 Vice President

(Corporate Form)

STATE OF WASHINGTON

COUNTY OF PIERCE ) ss:

On this 5<sup>th</sup> day of June, 1966, before me personally appeared  
H. E. Morgan, Jr. and Mary B. Mosier to me known to be the  
Vice President and Assistant Secretary of the corporation that  
executed the foregoing instrument, and acknowledged said instrument to be the free and vol-  
untary act and deed of said corporation, for the uses and purposes therein mentioned, and  
on oath stated that they were 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.

*Edward H. Matheson*  
Notary Public in and for the  
State of Washington  
Residing at Tacoma.

My commission expires:  
April 16, 1968

The within instrument was received for the record on the 12 day of July, 1966 at 12 P.M., and recorded in book M-66 on page 7053, records of Klamath County, Oregon (State).

Fee \$4.50

Dorothy Rogers, County Clerk

By Jane H. H. H. Deputy.

*Upon recordation, please return to:*

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3337X 3621  
PORTLAND 8, OREGON 97208

cyl 6-21-66

24

