

65-551
66-820
65-886

8075

Tract No. GM-AR-129-1, P. 1,2,4,5;
GM-AR-130-1, P. 2,3.

ACCESS ROAD EASEMENT Vol. 4-66 Page 7692

FOR AND IN CONSIDERATION of the sum of - ONE - - - - -
- - - - - Dollars (\$ 1.00) in hand paid, receipt of which is
hereby acknowledged, NATIONAL FOREST LAND DEVELOPMENT CO., an Oregon corporation,
and RECREATIONAL LAND COMPANY, an Oregon corporation,

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 portions of the E $\frac{1}{2}$ of Lot 3
of Block 16 in Section 24, the S $\frac{1}{2}$ of Lot 15 and Lot 16C of Block 14 in Section 26,
all in Klamath Falls Forest Estates Sycan Unit, according to the recorded plat there-
of, Township 33 South, Range 13 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 Grizzly-Malin No. 1 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 138229 DTM-D and 138230 DTM-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 for-
ever warrant and defend the title thereto and quiet possession thereof against the
lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the NATIONAL FOREST LAND DEVELOPMENT CO., and RECREATIONAL
LAND COMPANY have caused this instrument to be signed by their proper officers
thereunto duly authorized and their corporate seals to be hereunto affixed this

~~XXXXXX~~ 22nd day of July, 1966.

(SEAL)

ATTEST:

Sara P. Larson
Secretary

NATIONAL FOREST LAND DEVELOPMENT CO.

By: Bernard Helwig
Vice President

(SEAL)

ATTEST:

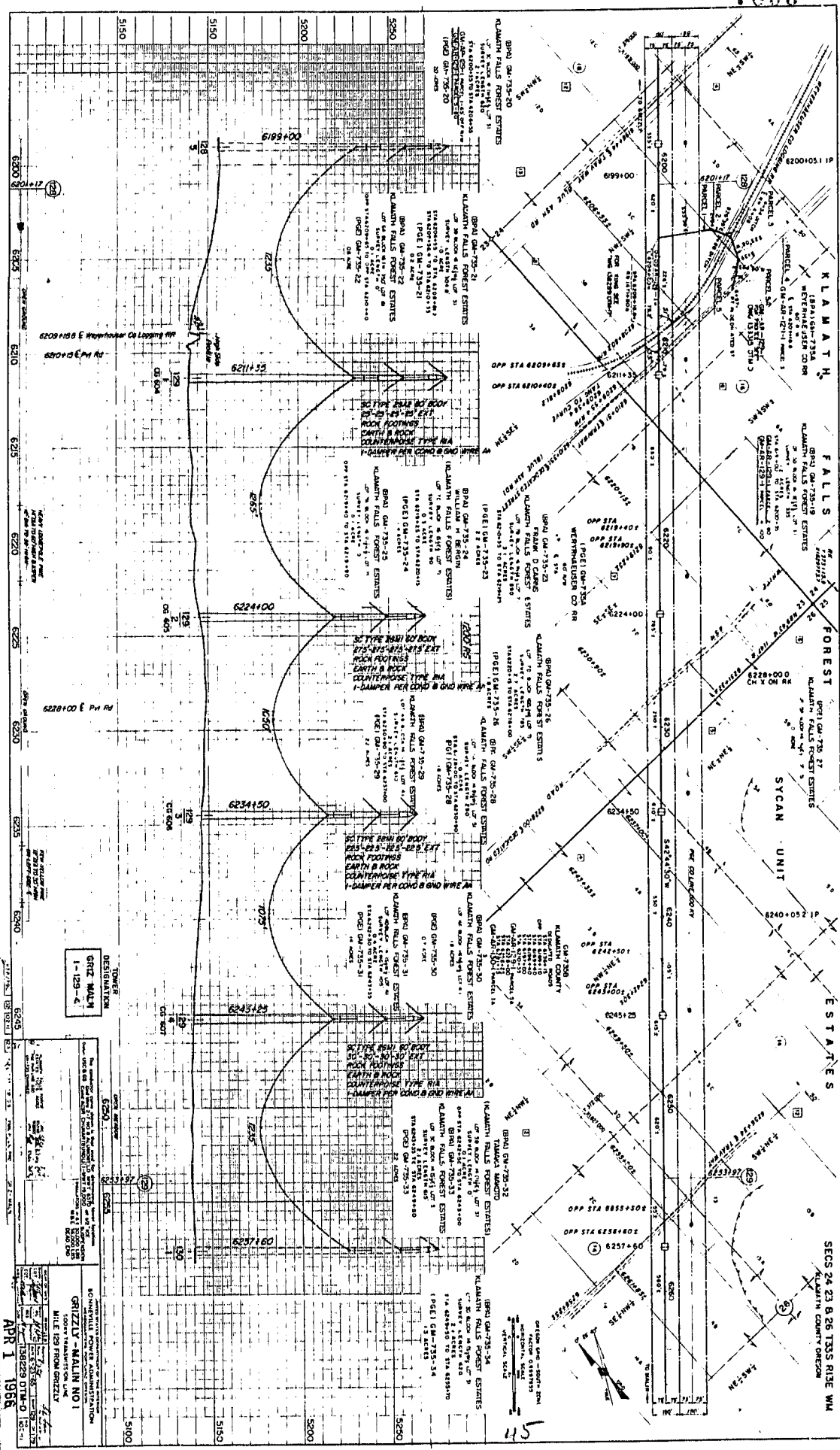
Sara P. Larson
Secretary

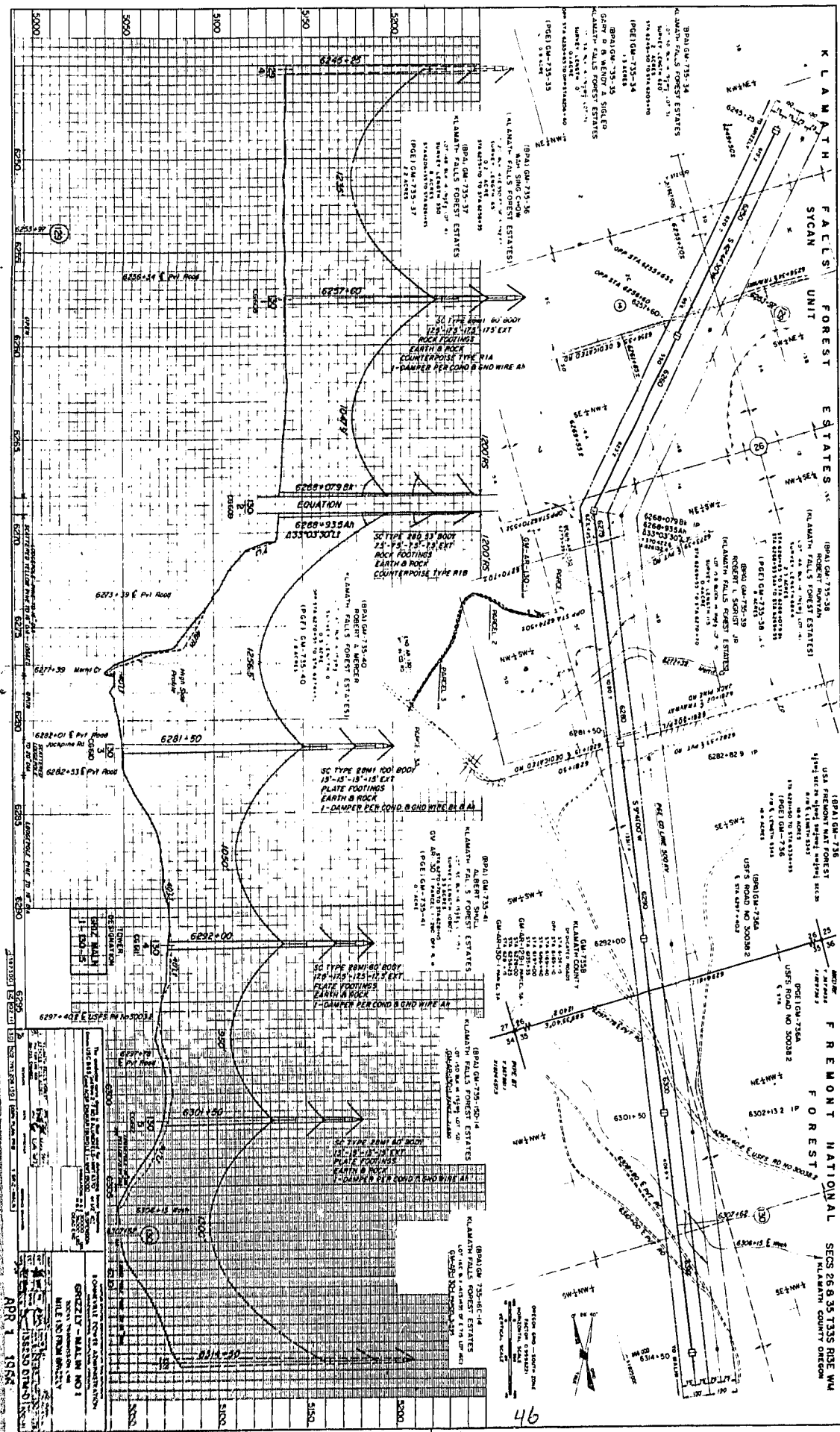
RECREATIONAL LAND COMPANY

By: Walter Helwig
President

44

7693





(Corporate Form)

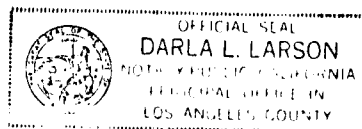
7695

STATE OF California) ss:
COUNTY OF Los Angeles

On this 22nd day of July, 1966, before me personally appeared Bernard S. Selwyn ~~and~~ vice president ~~and~~ to me known to be the 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~~ he is 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.

(SEAL)



Darla L. Larson
Notary Public in and for the
State of California
Residing at 13273 Ventura Blvd
Studio City
My commission expires:

DARLA L. LARSON
My Commission Expires June 13, 1969

STATE OF California) ss:
COUNTY OF Los Angeles

On this 22nd day of July, 1966, before me personally appeared Arthur W. Carls ~~and~~ known to be the president ~~and~~ to me 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~~ he is 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.

(SEAL)



Darla L. Larson
Notary Public in and for the
State of California
Residing at 13273 Ventura Blvd
Studio City
My commission expires:

DARLA L. LARSON
My Commission Expires June 13, 1969

The within instrument was received for the record on the 29th day of July, 1966, at 3:33 M., and recorded in book M-66 on page 7692, records of Klamath County, (State).

\$6.00 pd.

By Dorothy Rogers, County Clerk
Dolores Savi Deputy.

Upon recordation, please return to:

eg 6-27-66

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. ~~3621~~ 3621
PORTLAND 2, OREGON 97208