

ELECTRIC TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Loyal H. Loveness and Mildred H. Loveness, husband and wife, and Vinton H. Loveness and Fern L. Loveness,

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/100 - - - - - 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 XX
XX of variable widths extending through the
NW1/4 SE1/4, except the south 800 feet thereof, of Section 17, Township
41 South, Range 13 East, Willamette Meridian, Klamath County, Oregon,
the bearings and coordinates of the boundaries of said right of way
are described with reference to the Oregon Coordinate System-South Zone
as follows:

Commencing at survey station 8826+05.9, a point in the north line of
Section 17, Township 41 South, Range 13 East, Willamette Meridian,
N89°54'10"W 822.8 feet from the quarter section corner, marked by a
pipe (Y=130,078.0, X=1,777,651.4) in said north line; thence,
S19°14'20"E 2824.1 feet to survey station 8854+30 a point in the
east-west quarter section line of said Section 17; thence east in said
quarter section line 79.4 feet to a point 75.0 feet northeasterly when
measured at right angles from said survey line, the true point of
beginning;

East along said quarter section line 158.9 feet to a point 225
feet northeasterly when measured at right angles from said survey line;
S19°14'20"E parallel with said survey line to a point opposite
survey station 8858+85.7;
S19°14'20"E 47.6 feet to a point 232.4 feet easterly, when measured
at right angles, from said survey line;
S10°18'10"E parallel with said survey line to the north line of the
south 800 feet of the NW1/4 SE1/4 of said Section 17;
thence west in said north line 156.2 feet to a point 78.7 feet
when measured at right angles from the said survey line;
N10°18'10"W parallel with said survey line to a point which bears
S19°14'20"E from the point of beginning;
thence N19°14'20"W parallel with said survey line to the point of
beginning.

Except that portion lying northwesterly of survey station 8858+85.7.

Approved As To Description
[Signature]
Recorder, Dept.

9565

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, 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 24th day of

August, 1966.

Loyal H. Loveness (SEAL)
Loyal H. Loveness

Mildred H. Loveness (SEAL)
Mildred H. Loveness

Vinton H. Loveness (SEAL)
Vinton H. Loveness

Fern L. Loveness (SEAL)
Fern L. Loveness

9566

STATE OF OREGON

County of Klamath ss.

On this 1st day of September, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Loyal H. and Mildred H. Loveness

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.

P. W. Deeds

Notary Public for Oregon

My commission expires:

4-11-69

STATE OF ~~OREGON~~ CALIFORNIA
County of San Mateo Klamath ss.

On this 1st day of September, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Vinton H. and Fern L. Loveness

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.

P. W. Deeds

Notary Public for Oregon

My commission expires:

4-11-69

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Portland General Electric Co.
this 27 day of Sept. 1966 1:10 o'clock P.M., and
duly recorded in Vol. M-66 of Deeds on Page 9564
Fee \$4.50

DOROTHY ROGERS, County Clerk

By *[Signature]*

RETURN TO:
Portland General Electric Co.
1100 Alameda Street
Portland, Oregon
C. J. Ireland

10