

66-772 9873 10078  
ELECTRIC TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That National Forest Land Development Co., an Oregon Corporation; Recreational Land Company, an Oregon Corporation doing business as Klamath Sycan River Estates, and Robert A. Mercer, contract purchaser, (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, ~~XXXXXX~~ more particularly described as follows: That portion of a transmission line right of way 150 feet wide which lies within the following described tract; The S 1/2 W 1/2 of Lot 14 of Block 14, Klamath Falls Forest Estates Sycan Unit, in Section 26, Township 33 South, Range 13 East, Willamette Meridian, Klamath County, Oregon, according to the recorded plat thereof. The boundaries of said 150 foot right of way lie 225 feet easterly from and 75 feet easterly from and parallel with the survey line of the U.S.A. for its Bonneville Power Administration's Grizzly-Malin No. 1 transmission line as now located and monumented, the bearings and coordinates of which are described with reference to the Oregon Coordinate System-South Zone as follows: Beginning at survey station 6135+68.4 a point in the east line of Section 13, Township 33 South, Range 13 East, Willamette Meridian, S 0°41'20"W 909.5 feet from the quarter section corner, marked by a rock (Y=381,053.2, X=1 835 127.1) in said east line; thence, S 42°44'30"W, 13 239.5 feet to survey station 6268+07.9 back = 6268+93.5 ahead, monumented by an iron pipe with cap; S 9°41'00"W, 2587.6 feet to survey station 6294+81.1 a point in the south line of Section 26, said Township and Range, S 89°35'40"E, 1240.2 feet from the southwest corner, marked by a pipe and bearing tree, of said Section 26.

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~~ <sup>including</sup> 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<sup>th</sup> day of

October, 19 66

National Forest Land Development Co.

By: *Bernard A. Mercer* (SEAL)  
President

Recreational Land Company (SEAL)

By: *Robert A. Mercer* (SEAL)  
President

Robert A. Mercer (SEAL)

10074

STATE OF OREGON }  
 County of \_\_\_\_\_ } ss.  
 REPUBLIC OF VIETNAM  
 CITY OF SAIGON  
 EMBASSY OF THE UNITED  
 STATES OF AMERICA

On this 26th day of September, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert A. Mercer

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.

RETURN  
 to  
 321 S.E. Alder Street  
 Portland 5, Oregon  
 Attention: C. J. Ireland

Jane Whitney  
 American Vice Consul Notary Public for Oregon

STATE OF OREGON }  
 County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

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.

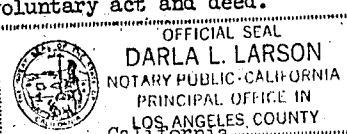
Notary Public for Oregon

My commission expires: \_\_\_\_\_

California  
 State of ~~Oregon~~, County of Los Angeles) ss.

October 10, 1966

Personally appeared Bernard S. Seligson who being duly sworn did say that he is the President of National Forest Land Development Co., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

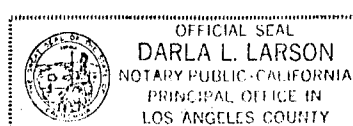


DARLA L. LARSON  
 Before me: My Commission Expires June 13, 1969  
Darla L. Larson  
 Notary Public for California

State of ~~Oregon~~, County of Los Angeles) ss.

October 10, 1966

Personally appeared Arthur W. Galsberg who being duly sworn did say that he is the President of Recreational Land Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.



Before me:  
Darla L. Larson  
 Notary Public for California

DARLA L. LARSON

STATE OF OREGON; COUNTY OF CLATSOP, Commission Expires June 13, 1969

Filed for record at request of Oregon Title Co.

this 17 day of October, A.D. 1966 at 2:45 o'clock P.M., and

duly recorded in Vol. M-46, of Deeds, on Page 10073-10074

BOB ROBERT County Clerk

By John Stewart

Fee #300