

466 11331

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Tract GM-743 (BPA)

66-1371

TRANSMISSION LINE EASEMENT

The Grantors, NATIONAL FOREST LAND DEVELOPMENT CO., an Oregon corporation, and RECREATIONAL LAND COMPANY, an Oregon corporation, owners, and JAMES O. MOORE AND WENDY G. MOORE, husband and wife, contract purchasers; for and in consideration of the sum of ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, rebuild, repair, operate and patrol one or more lines of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary there- to, in, over, upon and across the following-described parcel of land in the County of Klamath, in the State of Oregon, to-wit:

A strip of land 150 feet in width over, upon and across Govern- ment Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 34 South, Range 13 East, Willamette Meridian, Klamath County, Oregon.

The boundaries of said strip of land lie 75 feet on each side of and parallel with the survey line for the United States of America, Bonneville Power Administration's Grizzly-Malin No. 1 transmission line, located and monumented as follows:

Beginning at a point in the north line of Section 2, Town- ship 34 South, Range 13 East, Willamette Meridian, S. 89° 26' 20" E. 385.4 feet from a rock (Y=362,600.7; X=1,824,411.8) marking the northwest corner of said Section 2; thence, S. 9° 41' 00" W. 2073.1 feet to a point in the west line of said Section 2, N. 1° 01' 30" W. 629.6 feet from the quarter section corner in said west line.

(The bearings and coordinates refer to Oregon Coordinate System-South Zone.)

The Portland General Electric Company shall have the right to use the ease- ment provided for herein for access to and from its adjoining transmission line right of way.

The UNITED STATES OF AMERICA shall have the right, in connection with maintenance of such part of the right of way as is not otherwise being utilized by the servient owner, to grade, cultivate and plant grass and shrubs thereon, and thereafter to maintain such plantings.

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, provided that fire hazards shall not be interpreted to include any growing crops other than

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trees; and also the present and future right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantors adjacent to the above-described right of way, which could fall within 55 feet of the centerline or centerlines of the electric transmission facilities herein-before described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within a strip of land 80 feet in width on the westerly side of said right of way from the north line of Section 2, Township 34 South, Range 13 East, Willamette Meridian, to the west line of said Section 2, and contiguous to said right of way that (a) are danger trees on June 13, 1966, (hereinafter called "Present danger trees") or (b) become danger trees thereafter (hereinafter called "future danger trees"). The right to top, limb or fell danger trees outside of said strip (hereinafter called "additional danger trees") may only be exercised within three years after all present danger trees have been cut, and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES OF AMERICA, such payment to be made within a reasonable period of time after they have been so cut.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantors covenant to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on June 13, 1966, and the title to all present danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that title to any additional danger trees shall vest in the UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof; and that title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; and that the consideration stated herein is accepted by the Grantors as full compensation for all damages incidental to the exercise of said easement and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the UNITED STATES OF AMERICA as herein provided.

The Grantors also covenant to and with the UNITED STATES OF AMERICA that Grantors are lawfully seized and possessed of the lands aforesaid; have a good

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and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantors will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the individuals hereinabove-named have hereunto set their hands and 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 12<sup>th</sup> day of August, 1966.

NATIONAL FOREST LAND DEVELOPMENT CO.

By Robert E. Edwards  
President

By Dale L. Larson

RECREATIONAL LAND COMPANY

By Arthur W. Parbury  
President

By Dale L. Larson

Subscribed and sworn to before me this  
12<sup>th</sup> day of October, 1966  
W. Mellinger  
NOTARY PUBLIC in and for the County  
of Ventura, State of California  
My Commission Expires July 28, 1970

James O. Moore  
James O. Moore

Wendy G. Moore  
Wendy G. Moore

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(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF *Calif.* )  
COUNTY OF *Ventura* ) ss:

On the *13<sup>th</sup>* day of *October*, 196*6*, personally came before me, a notary public in and for said County and State, the within-named JAMES O. MOORE AND WENDY G. MOORE, 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)

*W. Mellinger*  
Notary Public in and for the  
State of *Calif.*  
Residing at *Ventura Co.*

My commission expires:

W. MELLINGER  
My Commission Expires July 28, 1970

(Corporate Form)

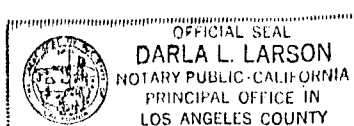
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STATE OF Calif )  
COUNTY OF Los Angeles ) ss:

On this 12<sup>th</sup> day of August, 1966, before me personally appeared Arthur W. Carlberg and President 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)



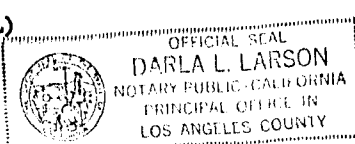
Darla L. Larson  
Notary Public in and for the  
State of Calif  
Residing at 13273 Ventura Blvd  
Studio City  
My commission expires: \_\_\_\_\_  
DARLA L. LARSON  
My Commission Expires June 13, 1969

STATE OF California )  
COUNTY OF Los Angeles ) ss:

On this 12<sup>th</sup> day of August, 1966, before me personally appeared Harbert E. Edwards and \_\_\_\_\_ to me known to be the President and \_\_\_\_\_ 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 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 Calif  
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 26<sup>th</sup> day of October, 1966, at 4:00 P. M., and recorded in book M-66 on page 11331, records of Klamath County, Oregon (State).

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Norothy Rogers, County Clerk  
By Splawie Javis Deputy.

Upon recordation, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. ~~3537~~ 3621  
PORTLAND 2, OREGON 97208

eg 8-1-66