

32107

T/A-24935

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 AHB-2-AR-4, P. 2

U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION

CONTRACT AND GRANT OF EASEMENT

(Transmission Line and Access Road)

THIS AGREEMENT made this
 between

26th

day of

September

19 83.

RECORDED AT THE REQUEST OF

FERN L. LOVENESS,

MODOC COUNTY TITLE CO.

ON DEC 7 1983

AT 3:15P M, IN BOOK 304, PAGE 162. FEE \$ 9.00
 OFFICIAL RECORDS, MODOC COUNTY, CALIF.

INDEXED 5046
 FILE NO. MICHAEL TEDRICK
 COUNTY RECORDER

(the Grantor), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration, pursuant to the Bonneville Project Act, Act of August 20, 1937, Ch. 720, 50 Stat. 731, as amended, 16 U.S.C. 832 (1970), and the Federal Columbia River Transmission System Act, Act of October 18, 1974, P.L. 93-454, 88 Stat. 1376, 16 U.S.C. 838 (Supp IV).

WITNESSETH:

That the parties hereto covenant and agree as follows:

1. The Grantor, for and in consideration of the sum of TWO THOUSAND FOUR HUNDRED DOLLARS (\$ 2400 -) and the provisions contained in this agreement, does hereby grant and convey to the United States of America and its assigns, a perpetual easement and right-of-way for electric power transmission purposes in, upon, over and under the following described land of the Grantor, to wit:

As described in Exhibits A and B attached hereto and by this reference made parts hereof.

2. The grant shall include the right to enter and to locate, construct, operate, maintain, repair, rebuild, upgrade, remove and patrol one line of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage together with the present and future right to clear the right-of-way and to keep the same clear of all structures, trees, brush, and any other vegetation and fire hazards, provided, however, that vegetation and fire hazards shall not include agricultural crops. All such trees, brush, vegetation, structures and fire hazards presently on the right-of-way shall become the property of the United States on the date of acceptance hereof, and may be disposed of by the United States in any manner it deems suitable. Title to trees and merchantable timber hereafter growing within the right-of-way shall be and remain in the United States.

3. The Grantor also does hereby grant and convey to the United States and its assigns a perpetual, non-exclusive easement for access road purposes in, upon, and across the following described land of the Grantor, to wit:

An existing road and roads to be constructed over and across portions of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, Township 48 North, Range 6 East, Mount Diablo Meridian, in Modoc County, California, as shown on Exhibit C attached hereto and by this reference made a part hereof,

for the following purposes, namely: the right to enter and locate, construct, use, maintain, repair and rebuild the road(s), together with cuts and fills as needed.

(a). The Grantor reserves the right to use the road(s) for ingress and egress insofar as the same be located on the land of the Grantor, such reserved right to be exercised in a manner that will not interfere with the use of the road(s) by the United States.

(b). The United States shall repair damage to the road(s) caused by or arising out of its use thereof.

4. Above listed access road(s) may be used for access to and from any existing or future transmission lines of the United States which have been or may be constructed adjacent or nearly adjacent thereto.

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5. Notice of acceptance of this instrument by the United States shall be given to the Grantor at Grantor's last known address within six months from the date hereof, or offer shall become void. Upon the issuance of such notice, the United States shall have the right to exercise the rights granted herein.

6. The rights granted herein are subject to easements of record and mineral rights of third parties.

7. In addition to the consideration recited herein, the United States shall repair or compensate the Grantor for damage to agricultural crops, fences, and irrigation and drainage systems within the transmission line right-of-way and access road that occurs as a result of and during the construction, reconstruction, removal or maintenance of the transmission line. Payment for such damage shall be made on the basis of an estimate of damages approved by the United States.

8. The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States, and obtain such curative evidences of title as may be requested by the United States.

9. The United States shall pay all costs incidental to the preparation and recordation of this instrument, and for the procurement of the title evidence.

10. The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey the same; that the same is free and clear of encumbrances, except as herein provided; and the Grantor will forever warrant and defend the title to the rights granted herein and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

11. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the Grantor, and the assigns of the United States.

12. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

Witness

Accepted for the
UNITED STATES OF AMERICA 11-28-83
(Date)

By:

Chief, Acquisition Section

State of _____)

County of _____) ss.

On this _____ day of _____, in the year of _____, before me _____

_____ personally appeared _____

known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of BONNEVILLE POWER ADMINISTRATION, and acknowledged to me that _____ subscribed the name of BONNEVILLE POWER ADMINISTRATION thereto as principal, and _____ own name as attorney-in-fact, and acknowledged said instrument to be the free and voluntary act and deed of said principal, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal on the day above written.

(SEAL)

Grantor

Grantor

Grantor

Grantor

Notary Public in and for the

State of: _____

Residing at: _____

My commission expires: _____

Tract No(s) AHB-1-A-2; AHB-2-A-1;
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SS

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PERSONAL ACKNOWLEDGMENT

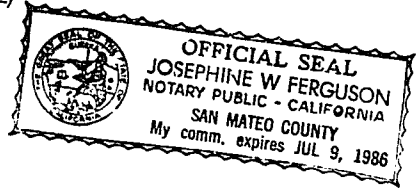
(Standard form of acknowledgment approved for use with all conveyances in Washington, Oregon, Idaho and Montana)

State of California)
County of San Mateo) ss.

On this 26th day of September, in the year of 1983, before me _____
Josephine W. Ferguson personally appeared FERN L. LOVENESS,
known to me to be the individual and person who executed and whose name is subscribed to the within in-
strument, and acknowledged to me that SHE signed and executed the same as HER free and
voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand an official seal on the day written above.

(SEAL)



Josephine W. Ferguson
Notary Public in and for the
State of: California
Residing at: 1345 Howard AVE.
My commission expires: 7/9/86

AHB-1-A-2

A right-of-way 100 feet wide over and across that portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Township 41 South, Range 13 East, Willamette Meridian, Klamath County, Oregon, as recorded in Volume M69, Page 8945, October 20, 1969, deed records, said county. The boundaries of said right-of-way lie 50 feet on each side of and parallel with a survey line as monumented on the ground for the Bonneville Power Administration Malin-Warner No. 1 transmission line. The survey line is described with reference to the California State Plane Coordinate System, Zone 1, as follows:

Beginning at survey station 31+44.1, which bears S.89°17'29"W., 334.5 feet from a point on the east line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ of section 20, evidenced by a 1 $\frac{1}{2}$ inch I.P. with Brass Cap, which bears S.0°34'23"E., 270.2 feet from the northeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ of section 20, evidenced by a 1 $\frac{1}{2}$ inch I.P. with Brass Cap; thence S.1°27'11"E., 1505.0 feet to survey station 46+49.1 on the south line of said section 20, which bears S.88°00'46"W., 1580.3 feet from the southeast corner of said section 20, evidenced by a 1 $\frac{1}{2}$ inch I.P. With Brass Cap.

The above described right-of-way contains 2.4 acres, more or less.

AHB-1-A-2

WP-0304r-ETR

EXHIBIT A

A right-of-way 100 feet wide over and across the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, Township 48 North, Range 6 East, Mount Diablo Meridian, Modoc County, California. The boundaries of said right-of-way lie 50 feet on each side of and parallel with a survey line as monumented on the ground for the Bonneville Power Administration Mallin-warner No. 1 transmission line. The survey line is described with reference to the California State Plane Coordinate System, Zone 1 as follows:

Beginning at survey station 83+80.6 on the east-west quarter line of said Section 20, which bears N.88°45'26"E., 1032.0 feet from the west quarter corner of said Section 20, evidenced by a rock mound; thence S.1°27'11"E., 2649.7 feet to survey station 110+30.3 on the South line of said Section 20, which bears S.88°21'37"E., 1079.0 feet from the southwest corner of said Section 20, evidenced by a 1 $\frac{1}{4}$ " galvanized iron pipe in a rock mound.

The above-described right-of-way contains 3.0 acres, more or less.

AHB-2-A-1

WP-0305r

U.S. DEPARTMENT OF ENERGY—BONNEVILLE POWER ADMINISTRATION

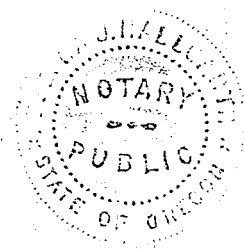
PERSONAL ACKNOWLEDGMENT

Washington, Oregon, Idaho, and Montana

State of Oregon)
County of Multnomah) ss.

On this 28th day of November, in the year of 1983, before me personally appeared M. Goosey known to me to be the individual(s) and person(s) who executed and whose name(s) is subscribed to the within instrument, and acknowledged to me that she signed and executed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on the day written above.



(SEAL)

Rebecca J. Hallgarth
Notary Public in and for the
State of Oregon
Residing at Portland
My commission expires 12/21/85

BPA 177A AUG. 1983

AFTER RECORDING RETURN TO:
Bonneville Power Administration
EVL
P. O. BOX 3621
PORTLAND, OR 97208

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STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 3rd day of JanA.D., 1984 at 10:29 o'clock A M, and duly recorded in Vol M84, of Deeds on page 10.

EVELYN BIEHN, COUNTY CLERK
by [Signature] Deputy

Fee \$ 28.00