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Vol. m 90 Page 11873
Tract No. ALN-142-A-1U.S. DEPARTMENT OF ENERGY - BONNEVILLE POWER ADMINISTRATION
ACQUISITION SECTIONCONTRACT AND GRANT OF EASEMENT
Transmission Line

THIS AGREEMENT, made this 1st day of June, 1990,
between ELSIE LOVENESS, who acquired title as ELSIE MICKA,

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); 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); the Department of Energy Organization Act, approved August 4, 1977 (P.L. 95-91); and the Pacific Northwest Electric Power Planning and Conservation Act, approved December 5, 1980 (P.L. 96-501),

WITNESSETH:

That the parties hereto covenant and agree as follows:

The Grantor, for and in consideration of the sum of Two Hundred
and 00 Dollars (\$ 200.00) and the provisions
contained in this agreement, hereby grants and conveys to the United States of America a perpetual ease-
ment 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 Exhibit A attached hereto and by this reference made a part hereof.

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, 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.

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 date of last notarized Grantor's signature or this offer shall be void. Upon the issuance of such notice, the United States shall have the right to immediately exercise the rights granted herein.

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

In addition to the consideration recited herein, the United States shall repair or make compensation for damage to agricultural crops, fences, and irrigation and drainage systems within the easement area that occurs as a result of and during construction, reconstruction, removal, or maintenance activities. Payment for such damage shall be made on the basis of a damage estimate approved by the United States.

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

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

The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land aforesaid, with a good and lawful right and power to sell and convey the same; that the land is free and clear of encumbrances, except as herein provided; and that 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.

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

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.

Accepted for the
UNITED STATES OF AMERICA 6-14-90
Date
By [Signature]
Title Chief, Realty Negotiation Section

[Signature]
Grantor, ELSIE LOVENESS, who acquired title
as ELSIE MICKA
Grantor
Grantor
Grantor

Tract No. ALN-142-A-1
RLJ:lwr:05/17/90

U.S. DEPARTMENT OF ENERGY—BOONEVILLE POWER ADMINISTRATION

BPA 1409 REVERSE SIDE

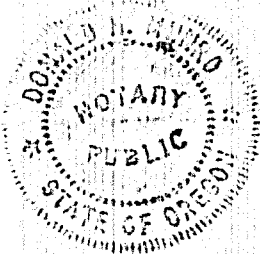
SUBSCRIBING WITNESS

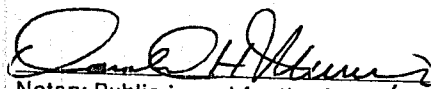
11875

STATE OF OREGON)
COUNTY OF) ss.
MULTNOMAH)

On this 1ST day of JUNE, 19 90, personally
appeared PAUL KRINSS, personally known to me to be the
same person who was a subscribing witness to the foregoing instrument, and who, being sworn,
stated that he resides at OLYMPIA WA,
that he knew ELSIE LOVENESS,
the grantor described in and who executed the foregoing instrument, and that she
acknowledged said instrument to be A voluntary act.

(SEAL)




Notary Public in and for the State of Oregon
My commission expires: 5/23/92

11876

ALN-142-A-1

That portion of a right-of-way 200 feet wide that lies in the SW1/4SW1/4 of Section 26, Township 40 South, Range 12 East, Willamette Meridian, Klamath County, Oregon. The boundaries of said right-of-way lie 100 feet on each side of and parallel with the survey line for the Bonneville Power Administration Olinda-Captain Jack No. 1 transmission line, which is described with reference to the Oregon Coordinate System, South Zone, as follows:

Beginning at a point on said survey line at angle point survey station 8693+60.8 in the NE1/4NW1/4 of Section 35, said Township and Range which bears S.83°52'48"E., 1790.9 feet from the northwest corner of said Section 35, evidenced by a 2-1/2 inch brass cap monument; thence N.16°27'15"W., 5554.0 feet to angle point of survey station 8749+14.8 in the NW1/4NW1/4 of said Section 26, which bears S.87°20'52"W., 2510.9 feet from the northeast corner of the northwest quarter of said Section 26, evidenced by a brass cap monument.

Tract ALN-142-A-1 contains 0.3 acre, more or less.

ALN-142-A-1

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 18th day
of June A.D. 19 90 at 12:16 o'clock P.M., and duly recorded in Vol. M90
of Deeds on Page 11873
FEE \$23.00
Evelyn Biehn - County Clerk
By Pauline Muckendore

NOT SUBJECT TO TAX SERVICE
ALN 1
FOR FILING
12-20-2010 10:00:00 AM

EXHIBIT A