

16372

BPA COPY

Vol. m90 Page 11877Tract No. ALL-2-A-2  
ALL-2-AR-2, P. 2

ASPEIN 33018

U.S. DEPARTMENT OF ENERGY — BONNEVILLE POWER ADMINISTRATION  
ACQUISITION SECTION

## CONTRACT AND GRANT OF EASEMENT

Transmission Line and Access Road

THIS AGREEMENT, made this 1<sup>st</sup> day of June, 19 90,  
between EDWIN J. STASTNY, JR., and DIANA F. STASTNY, as tenants by the entirety,

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 Seven Hundred  
and 00/100 Dollars (\$ 700.00) and the provisions  
contained in this agreement, hereby grants and conveys to the United States of America a perpetual easement and  
right-of-way for electric power transmission purposes in, upon, over, and under the following-described land, 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, reconstruct, 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.

The Grantor also hereby grants and conveys to the United States a perpetual, non-exclusive easement for access road purposes in, upon, and across the following-described land, to-wit:  
A road to be constructed as shown on Exhibit B which is BPA Drawing No. 161311, TCM-A1, Sheet 4, attached hereto and by this reference made a part hereof.

BPA 1411 NOV. 1986

The grant shall include the right to enter and to locate, construct, use, maintain, repair, and reconstruct the road or roads, together with cuts and fills as needed.

The Grantor reserves the right to use the access for ingress and egress insofar as the same is 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 access by the United States.

The United States shall repair damages to the access caused by or arising out of its use thereof.

The above-listed access may be used for access to and from any existing or future transmission facilities of the United States which have been or may be constructed adjacent or nearly adjacent thereto.

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.

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 pay 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, upgrading, removal, or maintenance activities. The United States shall also pay, as damage, for any reduction in market value due to reconstruction or upgrading. Payment under this clause 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.~~ *EJB*

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

6-14-50

Date

By

*R. L. Ginter*

Title Chief, Realty Negotiation Section

Witness

Grantor

*Edwin J. Stastny, Jr.*  
EDWIN J. STASTNY, JR.

Grantor

*Diana F. Stastny*  
DIANA F. STASTNY

Grantor

Grantor

ALL-2-A-2

Tract No. ALL-2-AR-2, p. 2

MP:1wr:05/15/90

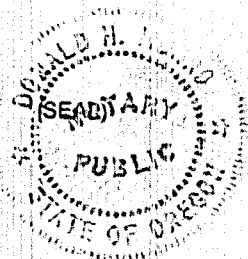
BPA 1411 REVERSE SIDE

11879

## SUBSCRIBING WITNESS

STATE OF OREGON )  
COUNTY OF ) ss.  
MULTNOMAH )

On this 1<sup>st</sup> day of June, 19 90, personally  
appeared Paul K. Kase, 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 Edwin J. Stastny Jr & Diana F. Stastny  
the grantor described in and who executed the foregoing instrument, and that they  
acknowledged said instrument to be a voluntary act.



Donald H. Munro

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

ALL-2-A-2

11880

A right-of-way 200 feet wide for the Bonneville Power Administration (BPA) Grizzly-Malin No. 1 Loop to Captain Jack Substation 500-kV Transmission Line, over and across the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 24, 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 to the Survey Line of said transmission line which is described with reference to the Oregon Coordinate System, South Zone as follows:

Beginning at a BPA aluminum cap monument at transmission line Survey Station 105+09.5, which bears S.3°13'58"E., 1725.1 feet from the westerly quarter corner of Section 23, said Township and Range, evidenced by a brass cap monument; thence N.83°50'52"E., 8093.2 feet to a BPA aluminum cap monument at Survey Station 186+02.7 in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 24; thence N.85°51'53"E., 427.3 feet to a BPA aluminum cap monument at Survey Station 190+30.0 back equals 8575+25.0 ahead, which bears S.39°35'11"E., 998.0 feet from the center of said Section 24, evidenced by a brass cap monument.

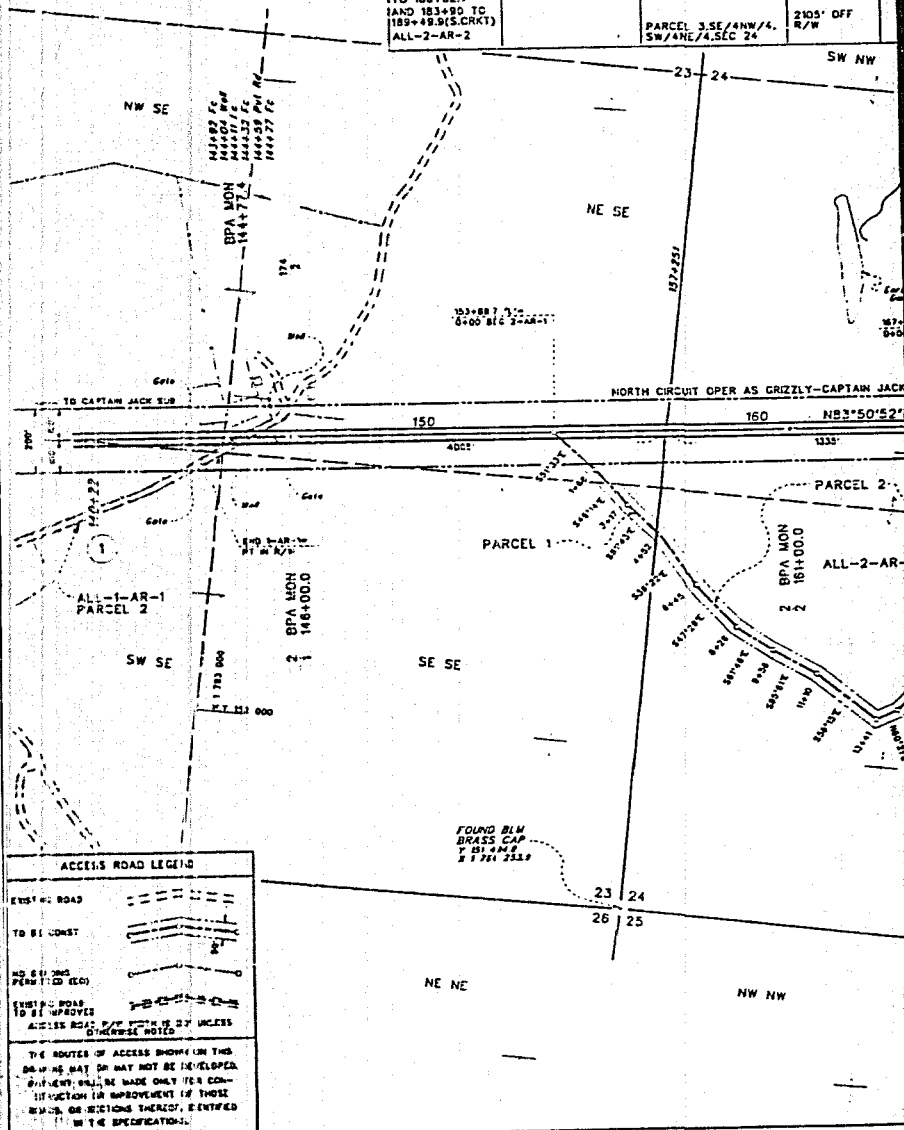
Tract ALL-2-A-2 contains 6.1 acres, more or less.

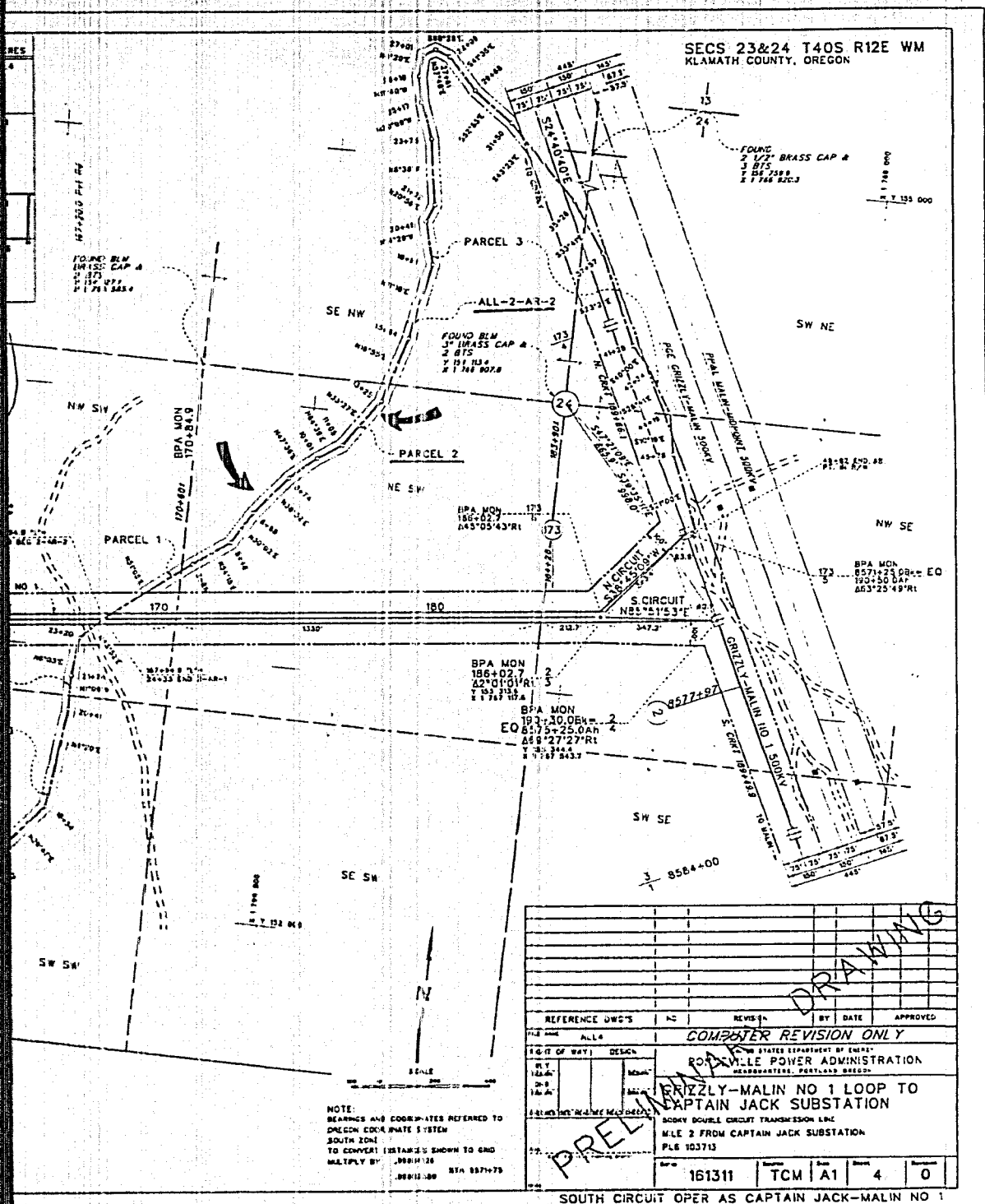
ALL-2-A-2

FOR INFO: COMMISSIONER  
RECORDS & SURVEY  
DIVISION  
JAN 10 1961

EXHIBIT A

TRACT NO STA TO STA	NAME	LOCATION	SURVEY LENGTH	A
ALL-1-A-1 170-80 TO 157-25	RICHARD SACCH	E/2 SW/4, SE/4 SEC 24	4005'	8
ALL-2-AR-1		PARCEL 1	300' OFF R/W	
ALL-2-A-1 157-25 TO 170+80	USA (BLM)	NW/4 SW/4, SEC 24	1335'	8
ALL-2-AR-1		PARCEL 2 SW/4 SW/4, SEC 24	1835' OFF R/W	
ALL-2-AR-2		PARCEL 1	155' OFF R/W	
ALL-2-A-2 170+80 TO 183+90	EDWIN J. STASTNY, ET UX	NE/4 SW/4, SEC 24	1330'	8
ALL-2-AR-2		PARCEL: 2	1050'	
ALL-2-A-1 183+90 (CRK) TO 186+02.7 AND 183+90 TO 188+49.05 (CRK)	USA (BLM)	NW/4 SE/4, SEC 24	823.3'	
ALL-2-AR-2		PARCEL 3 SE/4 NW/4, SW/4 NE/4 SEC 24	2105' OFF R/W	



**Exhibit B**

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 11877.

Evelyn Biehn County Clerk

By Pauline Muehlendore

FEE \$33.00