

KNOW ALL MEN BY THESE PRESENTS, That ALNO I. WALLILA and ARVO O. WALLILA

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the above described easement and right of way unto the Grantee, his successors and assigns, together with the present right of way and easements, appurtenant to the above described right of way, which danger trees shall be determined by the Grantee "The right of way and easements appurtenant to the above described right of way and all danger trees adjacent to said right of way." In addition the Grantee shall include the value of all trees on said right of way and all trees and shrubs on said right of way in the future. In the event the Grantee exercises such payment to be made within a reasonable time after they have been cut.

Said easement and right of way shall be for the following purposes, namely: the removal of trees to enter upon and to erect, maintain, construct, rebuild, operate and control electric power transmission lines, structures and appurtenant signs, including the right to erect such poles, towers, transmission structures, wires, cables, guy's, supports and appurtenances as are necessary to develop together with the present and future right of way to clear said right of way and keep the same clear of brush, limbs, branches 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 present 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 (2) all buildings, limbs, or structures existing upon the right of way and all present danger trees shall vest immediately in the Grantee. (b) All future danger trees cut pursuant to the terms hereof shall remain the property of the owner hereof on the date of their cutting.

The Grantee hereby acknowledge that the purchase price paid herein is accepted by the Grantors as full compensation for all damages incident to the exercise of any of the above and contained herein, and the right of way during construction, and for any and all rights and privileges heretofore granted hereunder shall revert to the Grantors, their heirs and assigns as defined heretofore which may be exercised by the Grantee as provided hereinafter.

The Grantee 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 Grantee for themselves and their heirs and assigns, covenant to and with the Grantee, his successors and assigns, that the Grantee, his successors and assigns, shall personally enjoy the rights and privileges herein granted.

IN WITNESS WHEREOF, the Grantors have caused this agreement to be executed this _____ day of _____, 19____.

[illegible]

3-18-74

STATE OF OREGON
County of CLATSOP
On this 3 day of March, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared
Arvo O. Wallila
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.
My commission expires: 4-17-77
Notary Public for Oregon

STATE OF OREGON
County of CLATSOP
On this 13 day of March, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared
Alno I. Wallila also known as Alno I. Leskela
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.
My commission expires: 4-17-77
Notary Public for Oregon

BOOK 135 PAGE 486

BOOK 130 PAGE 487

EXHIBIT "A"

A tract of land situated in the Charles A. Bradbury Donation Land Claim No. 39 in Section 23, Township 8 North, Range 4 West of the Willamette Meridian in the County of Columbia and State of Oregon more particularly described as follows:

Commencing at the west one-quarter corner of said Section 23; thence S. 88°06'39" E. along the east-west centerline thereof, a distance of 160.00 feet; thence N. 1°49'21" E. parallel with the west line of said Section 23, a distance of 51.02 feet to a point in the southerly right of way line of Portland General Electric's transmission line and the point of beginning of the tract herein to be described; thence S. 43°46'44" E. along said right of way line, a distance of 74.96 feet to an angle point; thence S. 88°01'29" E. along said right of way line, a distance of 501.62 feet to an angle point; thence S. 43°46'44" E. along said right of way line, a distance of 113.23 feet to a point in the north line of the 16 foot right of way granted to Adolph Jacobson and Rika Jacobson, recorded in Book 37, Page 175; Deed Records of Columbia County, Oregon; thence S. 88°03'39" E. along said north line, a distance of 89.45 feet to Engineer's centerline Station 459+50.97; thence continuing S. 88°03'39" E. along said north line, a distance of 208.37 feet to a point in the northerly right of way line of Portland General Electric's transmission line; thence N. 43°45'44" W. along said right of way line, a distance of 731.42 feet to a point in the easterly extension of the south line of that certain tract of land conveyed to John W. Milmarth by deed recorded October 14, 1955 in Deed Book 127, Page 124, Deed Records of Columbia County, Oregon, said line also being the north right of way line of Portland General Electric's transmission line; thence N. 88°06'39" W. along said right of way line, a distance of 614.26 feet to a point in a line 100.00 feet east of and parallel with the west line of said Section 23; thence S. 1°49'21" W. along said parallel line, a distance of 151.55 feet to Engineer's centerline Station 469+76.05; thence continuing S. 1°49'21" W. a distance of 87.50 feet to the point of beginning.

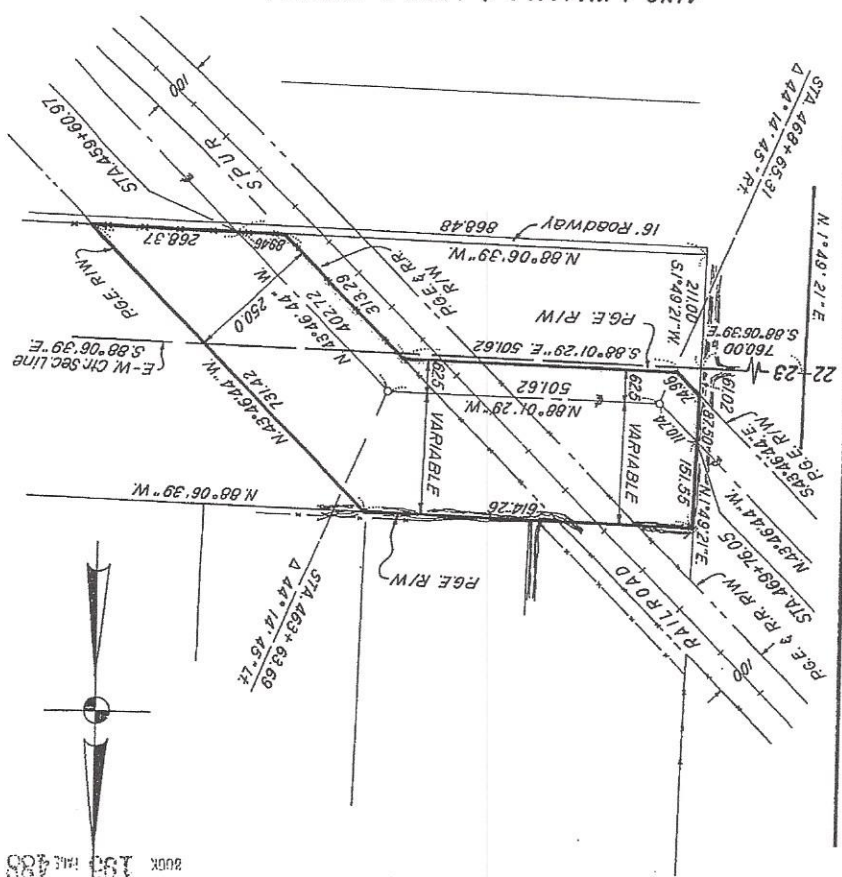
EXCEPTING therefrom that portion of the above described tract lying within the Railroad spur as described in Declaration of taking recorded July 1, 1942 in Book 70, Page 354, Deed Records of Columbia County, Oregon. The above described strip of land is shown outlined in red on the print of Portland General Electric drawing numbered E 3004 which by reference thereto is for purposes of description made a part hereof.

Not Acknowledged

PARCEL CO-167
 PORTLAND GENERAL ELECTRIC CO.
 PORTLAND, OREGON
 TO ACCOMPANY POWERLINE EASEMENT
 AINO I WALLILA & ARVO O WALLILA
 SECTION 23.15N. 34W. W.M.
 COLUMBIA COUNTY, OREGON
 SCALE 1"=200'
 DATE 1-17-74
 CHECKED
 DRAWN BY
 DEMARC
 APPROVED
 DRG. NO. E3664

Marx & Chase Surveyors Inc.
 P.O. Box 431 Gresham, Oregon
 Phone: 665-2116

NOTE: Bearings based on Lambert Grid (ORE. NORTH ZONE)
 AINO I WALLILA & ARVO O WALLILA
 TO STA. 469+76.05
 STA. 459+60.97
 & LENGTH 1015.08 CONTAINS 5.895 ACRES± (EXCLUSIVE OF Railroad)



BOOK 190 PAGE 488

BOOK 195 PAGE 489

STATE OF OHIO
Columbia County
I certify that the within instrument of
writing was received for record on the
day of _____ 19____
at _____, Ohio, recorded
in Book _____ on page _____
Records of _____
of said County.
afford.
County Clerk.
By _____ Deputy

RECEIVED
RECORDS
JAN 10 1908

