

11904

POWER LINE EASEMENT (UP)

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The STATE OF OREGON, by and through its Division of State Lands, GRANTOR, for and in consideration of value received, hereby grants to Pacific Power & Light Company, an Oregon Corporation, GRANTEE, an easement and right to construct, maintain, operate, replace, and enlarge a power line over, upon, and across the following particularly described real property situated in Klamath County, Oregon, more or particularly described as follows:

A portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 11, Township 39 South, Range 8 East of the Willamette Meridian, as more particularly described on attached Exhibit "A" and by this reference made a part hereof.

TO HAVE AND TO HOLD the same unto GRANTEE, Pacific Power & Light Company, subject to the following conditions:

1. The surrounding land shall be restored to a condition acceptable to the GRANTOR as soon as construction or maintenance of this easement is complete.
2. Public access to the land must be maintained and/or restored upon completion of construction or periodic maintenance of the easement.
3. Any blasting which may be necessary in the construction of the power line shall be performed according to the laws of the State.
4. GRANTOR reserves the right, to lease or otherwise utilize the state-owned lands within the granted area hereinabove described in a manner and for uses that will not be incompatible with the primary use for which this easement is granted.
5. GRANTOR shall have the right to stop operation of the powerline for noncompliance with the conditions of this easement or any lawful requirement by a regulatory agency of this state.
6. If the facility for which this easement is granted is not used for a period of five (5) consecutive years, this easement may be terminated by written notice from GRANTOR to GRANTEE at its last known address. Upon termination, GRANTEE will have 90 days to remove the powerline and appurtenances from the state-owned lands.
7. GRANTEE agrees to defend and hold GRANTOR harmless from any and all claims suffered or alleged to be suffered on the premises, resulting from actions of the GRANTEE. Further, GRANTEE shall be responsible for the payment of any fines or penalties charged against the premises as a result of GRANTEE's action in not complying with laws or regulations affecting the premises.

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8. GRANTEE shall pay to the GRANTOR the current market value, as determined by the GRANTOR, for any unnecessary and non-approved damages to state-owned lands caused by construction or maintenance of the easement.

9. GRANTEE shall pay all assessments that may be legally charged on public lands which are levied against the property subject to this easement, whether or not such assessments have been levied against the leasehold or STATE by the assessing agency.

10. At no time shall any flammable material or any building of any kind be placed or erected within the boundaries of said easement.

This easement does not convey an estate in fee simple of the lands used for a right-of-way. This grant is for an easement only and title remains in the State of Oregon.

WITNESS the seal of the Division of State Lands affixed this
5th day of December, 1989.



STATE OF OREGON, acting by and
through its Division of State Lands


Martha O. Pagel, Director

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NW1/4 SEC. 11 T.39S. R.08E. W.M. KLAMATH COUNTY

