

Tract Nos. MALN-SS-7 (Fee)
MALN-SS-8 (Fee)
MALN-SS-9 (Easement)

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

CONTRACT AND GRANT FEE AND EASEMENT Substation Site/Buried Cable

THIS AGREEMENT, made this 22 day of APRIL, 1996, between **PACIFICORP**, an Oregon corporation, who acquired title as **PACIFIC POWER & LIGHT COMPANY**, a Maine corporation, the Grantor, whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration, pursuant to the Bonneville Project Act, approved August 20, 1937, Ch. 720, 50 Stat. 731, as amended, 16 U.S.C. 832 (1977); the Federal Columbia River Transmission System Act, approved 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 ONE THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$ 1840⁰⁰), and the provisions contained in this agreement, hereby grants and conveys to the United States of America the fee simple title in and to the following-described real property, to-wit:

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

The Grantor also hereby grants and conveys to the United State of America a perpetual easement for a buried cable in, over, upon, and across the land described as follows, to wit:

As described in Exhibit C and shown on Exhibit D, attached hereto and by this reference made parts hereof.

Grantor reserves the right to utilize the above-described land for the construction, operation, and maintenance of electric power transmission lines.

The grant shall include the right in perpetuity to clear and to keep clear the easement area of all trees, timber, brush, and man-made structures, together with the right of ingress and egress.

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 evidence 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 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 any share or 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 6-15-86 Date

For: PACIFICORP, an Oregon corporation

by Joseph L. Beard (Title Rep. Vice Pres.)

By Robert L. Easterling

ROBERT L. EASTERLING

Grantor

G. K. Ferguson

Assistant Secretary

Title: MANAGER FOR REAL PROPERTY ACQUISITION

Grantor

Grantor

Tract Nos: MALN-SS-7 (Fee)

MALN-SS-8 (Fee)

MALN-SS-9 (Easement)

MP:mp:4/12/95

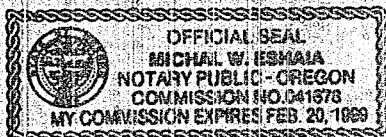
U.S. DEPARTMENT OF ENERGY—BORNEVILLE POWER ADMINISTRATION
Acquisition Section

CORPORATION ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of OREGON)
) SS.
County of MULTNOMAH)

On this 22 day of APRIL, 1996, before me personally
appeared JOSEPH F. BEDARD
known to me, or proved to me on the basis of satisfactory evidence, to be the ASSISTANT
VICE-PRESIDENT of the corporation that executed the within instrument or the
person(s) who executed the within instrument as authorized agent(s) on behalf of the corporation;
acknowledged to me that such corporation executed the same; acknowledged said instrument to be the free
and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and on oath
stated that "he is authorized to execute said instrument and that seal, if any,
affixed is the corporate seal of said corporation.



(SEAL)

Michael W. Esmaia
Notary Public in and for the

State of OREGON

Residing at LAKE OSWEGO

My commission expires 2-20-99

MALIN-SS-7 (FEE)

A parcel of land for the Bonneville Power Administration (BPA) Malin Substation Site in part of the NW1/4NE1/4 of Section 20, Township 41 South, Range 13 East Willamette Meridian, Klamath County, Oregon. Said parcel of land is more particularly described, with reference to the Oregon Coordinate System, South Zone, as follows:

Commencing at a point on the south line of the BPA Malin Substation Site Tract 2 that is S.41°09'07"E., 941.9 feet from the north quarter corner of said section 20, evidenced by a 2 inch brass cap; thence S.89°56'46"W., 71.9 feet to the southwest corner of said Tract 2 and the Point of Beginning; thence continuing S.89°56'46"W., 34.7 feet; thence N.0°03'14"W., 245.9 feet; thence N.89°56'46"E., 34.7 feet to a point on the west line of said Tract 2; thence along said west line S.0°03'14"E., 245.9 feet to the point of beginning.

MALN-SS-7 contains 0.2 Acre, more or less

MALN-SS-7 (FEE)

EXHIBIT A

MALIN-SS-8 (FEE)

A parcel of land for the Bonneville Power Administration (BPA) Malin Substation Site in part of the NW1/4NE1/4 of Section 20, Township 41 South, Range 13 East Willamette Meridian, Klamath County, Oregon. Said parcel of land is more particularly described, with reference to the Oregon Coordinate System, South Zone, as follows:

Commencing at a point on the south line of the BPA Malin Substation Site Tract 2 that is S.41°09'07"E., 941.9 feet from the north quarter corner of said Section 20, evidenced by a 2 inch brass cap; thence N.89°56'46"E., 148.1 feet to the southeast corner of said Tract 2 and the Point of Beginning; thence continuing N89°56'46"E., 15.3 feet; thence N.0°03'14"W., 245.9 feet; thence S.89°56'46"W., 15.3 feet to a point on the east line of said Tract 2; thence along said east line S.0°03'14"E., 245.9 feet to the point of beginning.

MALN-SS-8 contains 0.1 Acre, more or less

MALN-SS-8 (FEE)

EXHIBIT B

MALIN-SS-9

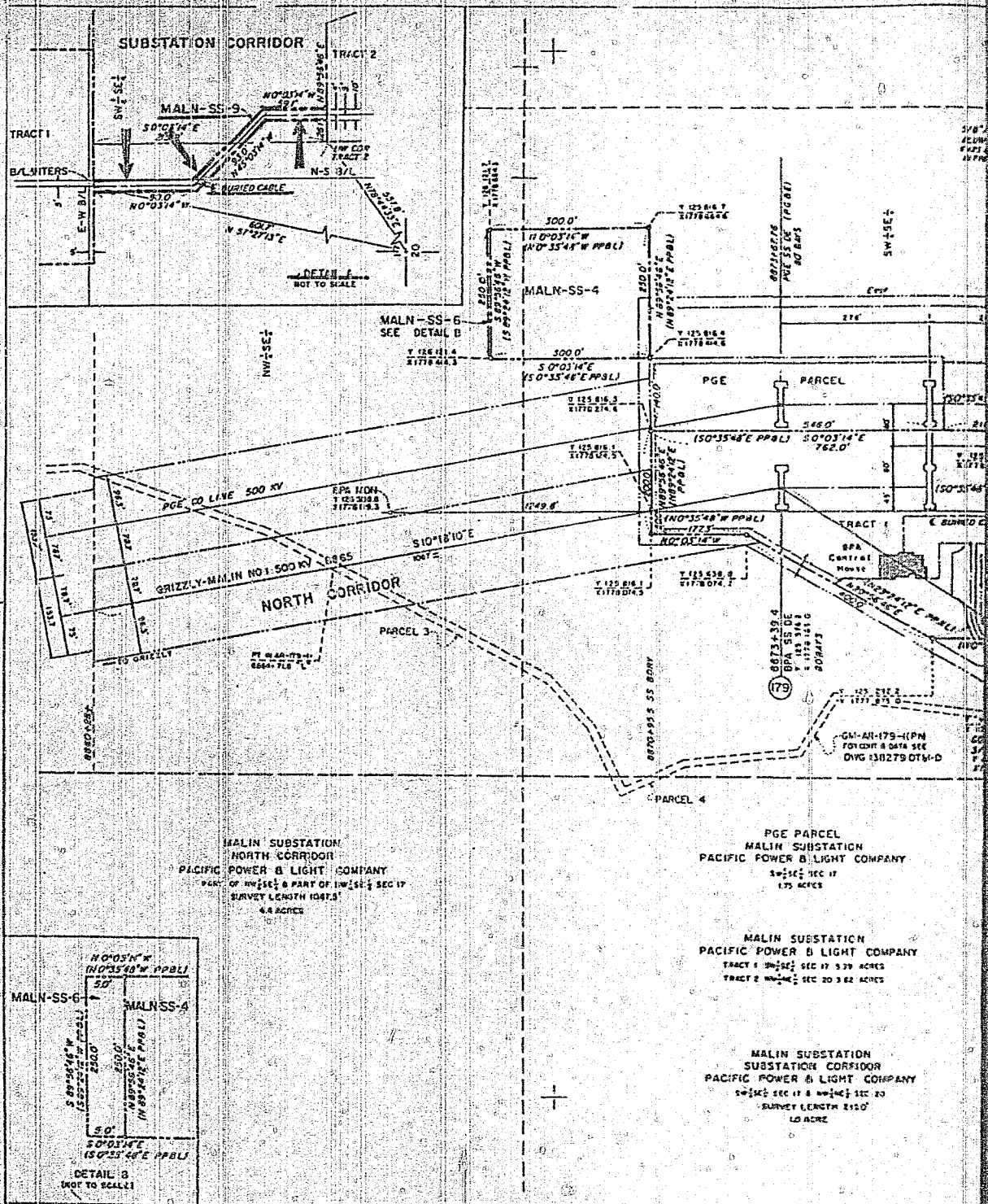
A 10-foot-wide easement for a buried cable for the Bonneville Power Administration (BPA) Malin Substation Site in part of the SW1/4SE1/4 of Section 17, Township 41 South, Range 13 East, Willamette Meridian, Klamath County, Oregon. Said 10-foot-wide easement lies 5 feet on each side of and parallel with the centerline which is more particularly described, with reference to the Oregon Coordinate System, South Zone, as follows:

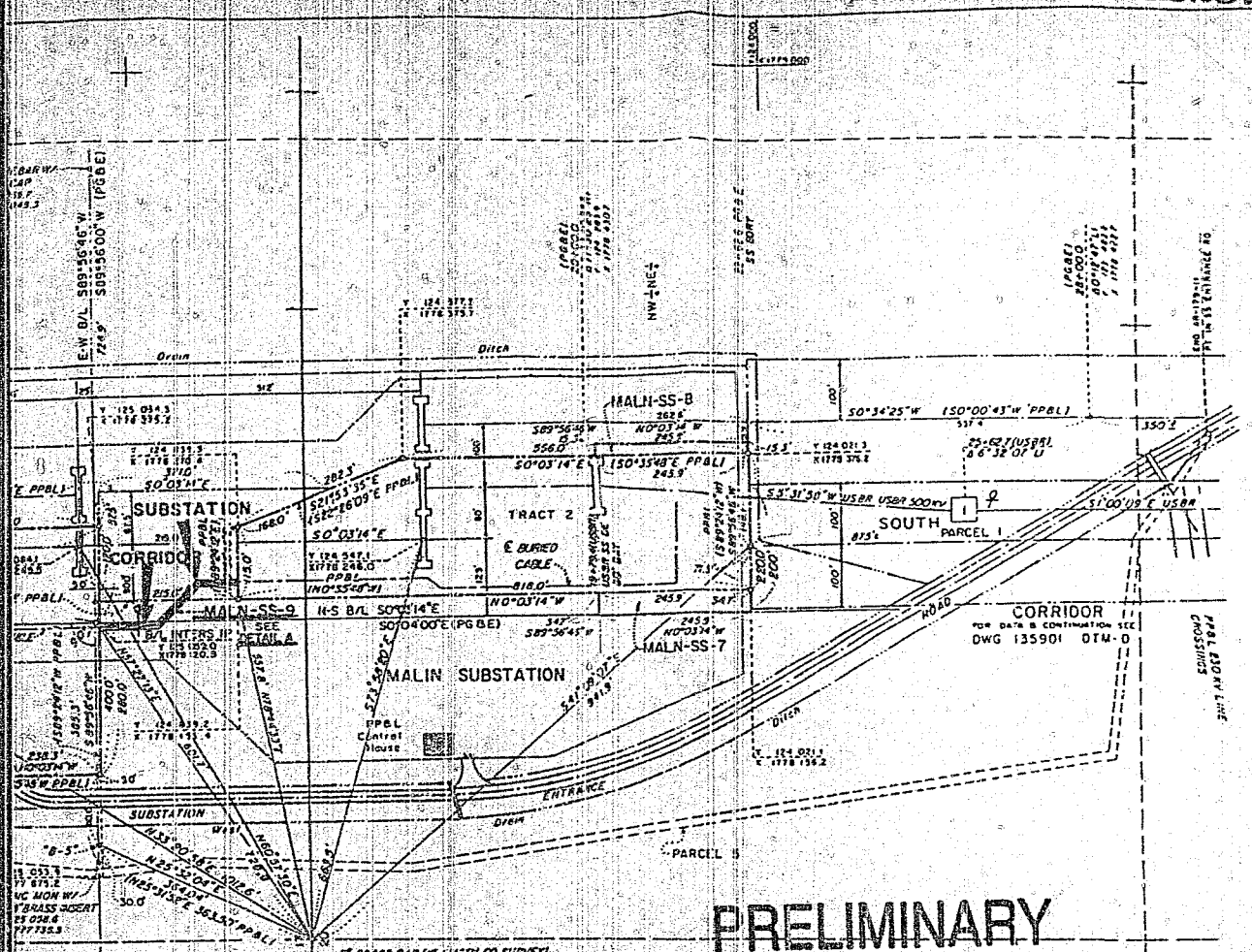
Commencing at the northwest corner of the BPA Malin Substation Site Tract 2, being N.78°44'33"E., 557.8 feet from the south quarter corner of said Section 17, evidenced by a 2 inch brass cap; thence along the north line of said Tract 2 N.89°56'46"E., 26.1 feet to the centerline of said 10-foot-wide easement and the Point of Beginning; thence N.0°03'14"W., 59.1 feet; thence N.45°03'14"W., 93.0 feet; thence N.0°03'14"W., 90.0 feet to a point on the south line of Tract 1 of said Substation Site that is N.57°27'13"E., 601.7 feet from said south quarter corner of Section 17. Said point being the termination of the 10-foot-wide easement being described.

MALN-SS-9 contains 0.1 acre, more or less

MALN-SS-9

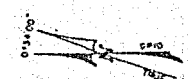
EXHIBIT C





PRELIMINARY

NOTE
BEARINGS AND COORDINATES REFERRED TO
OREGON COORDINATE SYSTEMS,
SOUTH ZONE.
TO CONVERT DISTANCES SHOWN TO GRID,
MULTIPLY BY 1.000 0000



HORIZONTAL SCALE 1"=100'

MALIN SUBSTATION
PACIFIC POWER & LIGHT COMPANY
ENTRANCE ROAD
MALIN-SS-7 (FEE)
PACIFIC POWER & LIGHT COMPANY
PART OF NW 1/4 SEC 20
0.2 AC
MALIN-SS-8 (FEE)
PACIFIC POWER & LIGHT COMPANY
PART OF NW 1/4 SEC 20
0.1 AC
MALIN-SS-9 (EASEMENT)
PACIFIC POWER & LIGHT COMPANY
(BURIED CABLE)
PART OF NW 1/4 SEC 17
0.1 AC

OWNER'S RECORD				NOTES			
1	PLAN-1515-000-000	1	1	1	1	1	1
2	PLAN-1515-000-000	2	2	2	2	2	2
3	PLAN-1515-000-000	3	3	3	3	3	3
4	PLAN-1515-000-000	4	4	4	4	4	4
5	PLAN-1515-000-000	5	5	5	5	5	5
6	PLAN-1515-000-000	6	6	6	6	6	6
7	PLAN-1515-000-000	7	7	7	7	7	7
8	PLAN-1515-000-000	8	8	8	8	8	8
9	PLAN-1515-000-000	9	9	9	9	9	9
10	PLAN-1515-000-000	10	10	10	10	10	10

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
Klamath Falls, Oregon
**MALIN SUBSTATION AND
NORTH CORRIDOR**
SECS 17 & 20 T4S R12E W1E
KLAMATH COUNTY, OREGON
135900 DTM-D 102-19

EXHIBIT D

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Power the 23rd day
of June A.D., 19 97 at 11:04 o'clock A. M., and duly recorded in Vol. M97
of Deeds on Page 19280

FEE \$45.00

By Bernetha G. Letsch, County Clerk
Kuttlow, Ross