

2008-002876

Klamath County, Oregon



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03/06/2008 12:07:47 PM

Fee: \$36.00

Returned to Counter

*Nancy R. Roeder*  
5827 Valley Court  
Klamath Falls  
Oregon 97603

**STATE OF OREGON**  
**Department of State Lands**

**EASEMENT NO. 38650-EA**

The STATE OF OREGON, by and through its Department of State Lands, GRANTOR, for and in consideration of \$269.24. hereby grants to GRANTEE,

NAME of GRANTEE:  
Nancy R. Roeder

ADDRESS:  
5827 Valley Court  
Klamath Falls, OR 97603

an easement and right to construct, maintain, operate and replace riprap over, upon, and across the following particularly described property situated in Klamath County, Oregon, more particularly described as follows:

All state-owned submerged and submersible lands on Upper Klamath Lake at elevation 4,141 feet in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 25, Township 38 South, Range 08 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at a point of origin on the northwest line of Tax Lot 300 and at elevation 4,141 feet on the south bank of Upper Klamath Lake, thence running south easterly along elevation 4,141 feet to a point a distance of 70 feet, more or less, thence lake ward, north east a distance of 2 feet, more or less; thence northwest a distance of 70 feet to a point; thence southwest 2 feet to the point of origin, containing 140 sq. ft. or .0032 acres, more or less.

and as shown on the attached Exhibit "A".

TO HAVE AND TO HOLD the same unto GRANTEE for 30 years , subject to the following conditions:

1. GRANTOR has the right to grant additional easements within the area authorized by this easement subject to the provisions of the administrative rules governing the granting of easements.
2. GRANTEE shall obtain prior written approval from GRANTOR prior to:
  - a) Changing the type of use authorized by this easement;
  - b) Expanding the number of authorized developments or uses;
  - c) Changing the authorized area; and/or
  - d) Permitting other persons to utilize the easement for uses and developments requiring separate written authorization by GRANTOR pursuant to the

administrative rules governing the granting of easements or other GRANTOR requirements.

3. The easement area shall remain open to the public for recreational and other non-proprietary uses unless restricted or closed to public entry by the State Land Board or GRANTOR.
4. GRANTOR and/or its authorized representative(s) shall have the right to enter into and upon the easement area at any time for the purposes of inspection or management.
5. Except as expressly authorized in writing by the Department, GRANTEE shall not:
  - a) Cut, destroy or remove, or permit to be cut, destroyed or removed any vegetation, or
  - b) Remove any sand and gravel, or other mineral resources for commercial use or sale, that occur in the easement area except as expressly authorized in writing by GRANTOR.

Routine right-of-way maintenance including vegetation trimming shall be allowed.

6. GRANTEE shall compensate GRANTOR for the fair market value of any commercially valuable timber or sand and gravel resources in the easement area that must be removed during or after placement of the authorized use, or which cannot be developed because of the authorized use.
7. GRANTEE shall conduct all operations within the easement area in a manner that conserves fish and wildlife habitat; protects water quality; and does not contribute to soil erosion, or the introduction or spread of noxious weeds or pests. Upon completion of construction, GRANTEE shall reclaim disturbed lands to a condition satisfactory to GRANTOR.
8. GRANTEE shall obtain a surety bond in the amount of \$(N/A) to ensure compliance with the terms and conditions of this easement.
9. The right to use this easement shall automatically terminate if it, or the development authorized by GRANTOR, is not used within five (5) consecutive years of the date this easement was granted, pursuant to the provisions of the administrative rules governing the granting of easements.
10. Unless otherwise approved in writing by GRANTOR, GRANTEE shall remove all cables, pipes, conduits, roads, and other developments placed by GRANTEE on the easement, and shall restore the surface of the easement area to a condition satisfactory to GRANTOR within one (1) year following termination of use or expiration of this easement.
11. GRANTEE shall inspect the condition of the area authorized by this easement and the developments authorized by this easement on a frequency of as needed.

12. GRANTOR shall have the right to stop operation of the use authorized by this easement for noncompliance with the conditions of this easement, the provisions of the administrative rules governing the granting of easements, and/or any lawful requirement by a regulatory agency of this STATE.
13. If this easement authorizes the use of state-owned submerged and/or submersible land:
  - a) Construction in navigable waters shall conform to the standards and specifications set by the U.S. Army Corps of Engineers and the U.S. Coast Guard for the use authorized by this easement.
  - b) Any blasting which may be necessary, or in-water placement, maintenance, or repair of the authorized use shall be performed according to the laws of this STATE, including strict adherence to Oregon Department of Fish & Wildlife in-water work windows.
14. GRANTEE agrees to defend and hold GRANTOR harmless from any and all claims suffered or alleged to be suffered on the premises. 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.
15. GRANTEE shall pay to GRANTOR the current market value, as determined by GRANTOR, for any unnecessary and non-approved damages to state-owned lands caused by construction or maintenance of the easement.
16. 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 easement area or STATE by the assessing agency.
17. GRANTEE shall use the authorized easement area only in a manner or for such purposes that assure fair and non-discriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender or national origin.
18. This easement is granted with the express understanding and provision that it may be subject to the future imposition by GRANTOR of a consideration payment (if not already subject to one under current law), and/or usage fee to be established by the Oregon State Land Board as authorized by law.
19. This easement is freely transferable. However, no transfer may increase the burden on the easement area or detract from the value of the underlying state-owned land.

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 Department of State Lands affixed this 24 day of December, 2007



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

Stephen J. Purchase  
Stephen J. Purchase

STATE OF OREGON )  
2007 12/24/07 )ss  
County of Deschutes Marin )



This foregoing instrument was acknowledged before me this 24<sup>th</sup> day of December, 2007, by Stephen J. Purchase, the Assistant Director of the Department of State Lands.

Elizabeth Bott  
Signature  
My commission Expires July 23, 2007.

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