

2009-002739

Klamath County, Oregon



00061356200900027390060068

02/24/2009 08:12:47 AM

Fee: \$46.00

After recording return to:
PacifiCorp
Attention: Kirk Daniels
1950 Mallard Lane
Klamath Falls, Oregon 97601

POWER LINE EASEMENT

In consideration of One Dollar (\$1.00), the STATE OF OREGON, acting by and through its Board of Forestry on behalf of the Oregon Department of Forestry, GRANTOR, grants and conveys to PACIFICORP, an Oregon corporation, GRANTEE, a non-exclusive easement 20 feet in width, 10 feet on each side of the centerline, over, upon and across:

Portions of the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 3; portions of the North half of the Northeast quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 10; and portions of the Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 11, all in Township 33 South, Range 7.5 East, Willamette Meridian, Klamath County, Oregon, between Points "A" and "B" as shown on the attached Exhibit "A"

To have and to hold said easement FOREVER, subject to the following terms:

1. The rights herein granted are for the purposes of constructing, maintaining, repairing, and using one or more underground electric power transmission lines and necessary appliances by GRANTEE and by GRANTEE'S licensees and permittees, to provide service to GRANTEE's customer(s).
2. GRANTOR reserves the exclusive right to grant further easements across the above described land.
3. GRANTEE shall defend, save, hold harmless, and indemnify GRANTOR, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of GRANTEE or its officers, employees, subcontractors, or agents under this easement except to the extent caused by the negligence or willful misconduct of GRANTOR.
4. GRANTEE shall observe and comply with all federal, state, and local laws and regulations which in any manner affect the activities of GRANTEE under this easement.

5. GRANTEE shall repair and pay for all damage to property of GRANTOR, resulting from acts, omissions or neglect of GRANTEE and/or GRANTEE'S licensees and permittees.
6. GRANTEE shall have the right of ingress and egress over and across lands of the GRANTOR adjacent to said easement and right-of-way for the purposes stated herein and for the purposes of GRANTEE complying with the requirements hereof.
7. GRANTEE shall have the right to clear said easement and right-of-way and to keep the same clear for all purposes and obligations herein; such right shall include the removal and disposal of debris, brush, timber, and fire hazards; provided, however, GRANTEE shall first obtain permission from the GRANTOR. GRANTEE shall not cut, remove, or destroy any timber (including trees designated as "danger trees") without first obtaining the written permission of the GRANTOR and without making payment to GRANTOR for said trees. Payment shall be the current market value based upon the estimated volume of stumpage as determined by the GRANTOR.
8. GRANTEE shall bury the power line not less than 36 inches below the surface of the ground and shall furnish, install and maintain clearly visible warning signs with stakes or posts at least 24 inches high at not more than 100 foot intervals marking the power line location. GRANTEE is responsible for all maintenance, repair and replacement of the power line and related facilities necessitated by ordinary wear and tear or damage from any cause, including that arising directly or indirectly from the activities of GRANTOR, its members, officers, employees, permittees or licensees.
9. All improvements, additions, fixtures and other property of whatever nature constructed or placed upon GRANTOR's land by GRANTEE, unless otherwise agreed to in writing, shall remain the property of GRANTEE and may be removed by GRANTEE within ninety (90) days from the date this easement is terminated or cancelled. Any improvements remaining on GRANTOR's land after ninety days, shall become the property of GRANTOR. GRANTEE shall be responsible for any costs incurred by GRANTOR in removing said property. Any modifications, improvements or additions to the facilities herein shall only be done with prior written approval of the GRANTOR. Upon termination, GRANTEE shall restore said premises to a condition, which in the judgment of GRANTOR, is as good as existed prior to the commencement of the easement, unless otherwise agreed to in writing by the GRANTOR. GRANTEE shall complete the restoration of the premises in a time period designated by GRANTOR. If GRANTEE fails to restore the premises in accordance with this agreement, GRANTOR may do so, and GRANTEE shall be responsible for all restoration costs.

10. GRANTEE agrees that GRANTOR, its officers, employees, agents, permittees and licensees, at their sole discretion, may carry out land management activities such as logging, slash disposal and pesticide and herbicide applications on GRANTOR's property described in paragraph 1 of this easement. GRANTEE assumes all risk arising out of such activities. In the event the power line and related facilities interfere with the use of GRANTOR's land, GRANTEE shall, within 90 days after receipt of written notice from GRANTOR, at GRANTEE's sole cost and expense, remove the power line and related facilities or move the power line and facilities to a location designated by GRANTOR. Otherwise, GRANTEE may not relocate the easement except with GRANTOR's written permission.
11. At no time shall GRANTOR place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way.
12. This easement may be terminated by GRANTOR and all rights herein granted cease immediately in the event:
 - a. If for a period of 10 years GRANTEE fails to use or otherwise abandons said easement; or
 - b. If GRANTEE fails, neglects, or refuses to keep, observe, or perform any of the conditions or agreements herein contained, for a period of 30 days after having been given written notice to comply therewith; or
 - c. Immediately upon insolvency, adjudication of bankruptcy or appointment of a receiver for the property of GRANTEE.

Upon GRANTOR'S written notice of termination, GRANTEE shall execute a recordable document evidencing termination of easement.

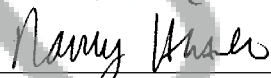
13. GRANTEE shall secure and keep in effect for the duration of this easement the following insurance coverages, in a policy or policies issued by an insurance company or companies authorized to do business in the State of Oregon. The issuing company or companies shall indicate on the insurance certificate(s) required by this section that GRANTOR will be given not less than 30 days notice of any cancellation, material change, or intent not to renew such policy. The coverage shall be as follows:
 - a. Commercial General Liability insurance covering personal injury and property damage in an amount not less than \$1,000,000 combined single limit per occurrence.

- b. Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit per occurrence. This coverage can be provided by combining the Automobile Liability protection with the Commercial General Liability policy.
 - c. As evidence of the insurance coverage required by this contract, GRANTEE shall furnish a certificate or certificates of insurance including all of the foregoing coverages to GRANTOR.
 - d. Other insurance limits may be set upon mutual agreement in writing by the GRANTOR and GRANTEE.
 - e. GRANTEE shall have the right to fulfill the insurance requirements set forth herein through a program of self insurance.
14. The rights and privileges granted by this easement shall not be assigned in any manner without prior written consent of GRANTOR.
15. All agreements and conditions of this easement are alike binding upon the GRANTEE and any other future holders of this agreement.

Executed this 12th day of February, 2009.

GRANTOR:

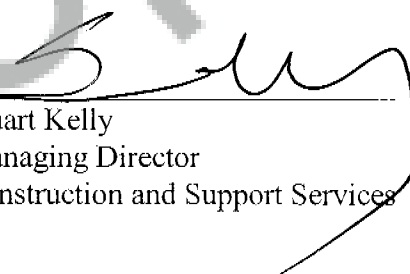
STATE OF OREGON, acting by and
through its Board of Forestry on behalf
of the Oregon Department of Forestry



Nancy Hirsch
Division Chief
Forest Management Division

GRANTEE:

PacifiCorp, an Oregon corporation



Stuart Kelly
Managing Director
Construction and Support Services

ACKNOWLEDGMENTS

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me this 12th day of February, 2009, by Nancy Hirsch, as the authorized representative of the State of Oregon.

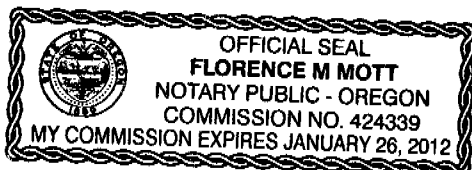


Patricia S. Cate
Notary Public for Oregon
My Commission expires: 6/23/2012

STATE OF OREGON)
) ss.
County of MULTNOMAH)

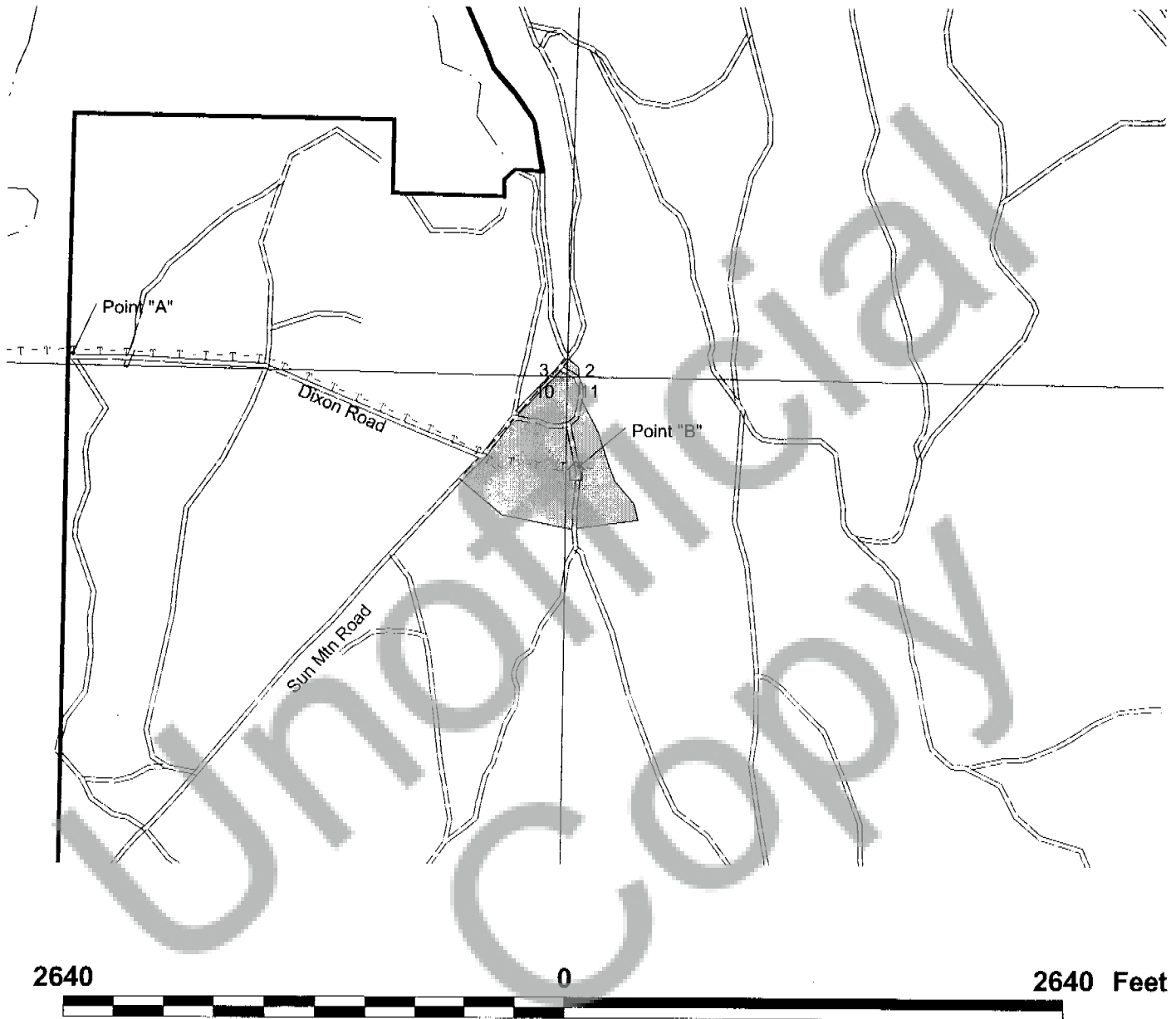
FEBRUARY 6, 2009

Personally appeared Stuart Kelly who, being duly sworn (or affirmed), did say that he is the Managing Director, of PacifiCorp, an Oregon corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.



Florence M. Mott
Notary Public for Oregon
My Commission expires: 1-26-2012

Exhibit "A"
Non-Exclusive Easement to PacifiCorp
No. 311.18127
T. 33S., R. 7.5E., Sec. 3, 10, 11 W.M.



Legend

- | | | | |
|-----------|-----------------------------------|--|--------------------------|
| - - - - - | PacifiCorp Powerline Right of Way | | State Ownership Boundary |
| | Shed | | Roads |
| | KOSS Permit Area | | Wood River |

