

AMERITITLE
101113

2015-007401

Klamath County, Oregon

07/08/2015 09:22:43 AM

Fee: \$72.00

AFTER RECORDING, RETURN TO
Bonneville Power Administration
TERP-3
P.O. BOX 3621
PORTLAND, OR 97208-3621

Legal description: A portion of Government Lots 2 and 4 and the SW1/4NE1/4 of Section 21, Township 41 South, Range 13 East, Willamette Meridian, Klamath County, Oregon, as described in Exhibit A and shown on Exhibit B. (Affects Tax Account No. 4113-00000-04800-000.)

BPA COPY

BPA Tract No: MALNR-1-SAR-2P1

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

**EASEMENT
Non-Exclusive Access Road**

THIS AGREEMENT, made between BASIN VIEW RANCH, LLC., AN OREGON LIMITED LIABILITY COMPANY WHICH ACQUIRED TITLE AS BASIN VEIW RANCH, LLC., AN OREGON LIMITED LIABILITY COMPANY, the Grantor, whether one or more, and the United States of America and its assigns, the Grantee, pursuant to the Bonneville Project Act, of August 20, 1937, as amended, 16 U.S.C. §§ 832 et seq.; the Federal Columbia River Transmission System Act, of October 18, 1974, as amended, 16 U.S.C. §§ 838 et seq.; the Department of Energy Organization Act, of August 4, 1977, as amended, 42 U.S.C. § 7152; and the Pacific Northwest Electric Power Planning and Conservation Act, of December 5, 1980, as amended, 16 U.S.C. §§ 839 et seq.

The Grantor, for and in consideration of the sum of ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) and the provisions contained in this agreement, hereby grants and conveys to the United States of America and its assigns, a perpetual non-exclusive easement and right-of-way for access purposes in, upon, under, over and across the following described land ("Access Easement Area"), as described in Exhibit A and shown on Exhibit B, attached hereto and by this reference made a part hereof. The acquiring federal agency is the Department of Energy, Bonneville Power Administration.

A. Access Easement Area

The grant shall include the right to enter and to locate, construct, use, maintain, repair, and reconstruct the road or roads, and appurtenances thereto, including but not limited to culverts and bridges, together with cuts and fills, as needed.

The Grantor reserves the right to use the access for ingress and egress insofar as the same is located on the land of the Grantor, such reserved right to be exercised in a manner that will not interfere with the use of the access by the Grantee.

The above-listed access may be used for access to and from the Grantee's existing and future facilities.

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B. General Provisions

In addition to the consideration paid hereunder, the Grantee shall repair or make compensation only for damage caused by the Grantee that is not incidental to the exercise of any of the above said rights and which results from and during construction, reconstruction, removal, or maintenance activities associated with the purposes of this agreement on and adjacent to the Access Easement Area. Payment for such damage shall be made on the basis of a damage estimate approved by the Grantee.

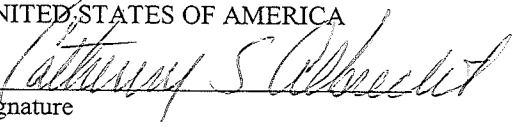

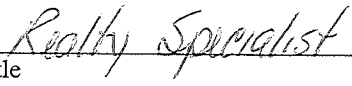
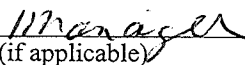
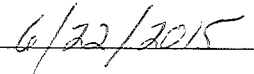
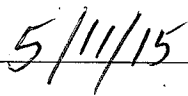
The rights granted herein are subject to easements of record and mineral rights of third parties.

The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the Grantee and to obtain such curative documents as may be requested by the Grantee.

The Grantee shall pay all costs incidental to the preparation and recordation of this instrument and for the procurement of any title report and title insurance that it may require.

The Grantor covenants to and with the Grantee and its assigns 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.

Accepted for the UNITED STATES OF AMERICA  Signature	 Grantor: BASIN VIEW RANCH, LLC.
 Title	 Title (if applicable)
 Date	 Date

WRL

Lead Tract: MALNR-1-SAR-2P3

2 of 2

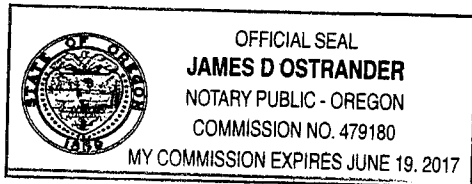
U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

State of Oregon)
County Klamath) ss.

On this 11 day of May, 2015, before me personally appeared
Eric Scanlan, known to me, or proved to me on the basis of
satisfactory evidence to be the person who executed the within instrument as the Manager
Basin View Ranch

acknowledged to me that he/she executed the same freely and voluntarily in such capacity; and on oath
stated that he/she was authorized to execute said instrument in such official or representative capacity.



(SEAL)

James D. Ostrander
Notary Signature
James D. Ostrander
Notary Printed Name

Notary Public in and for the

State of Oregon

Residing at 240 S. Rogers St, Klamath Falls, OR 97601

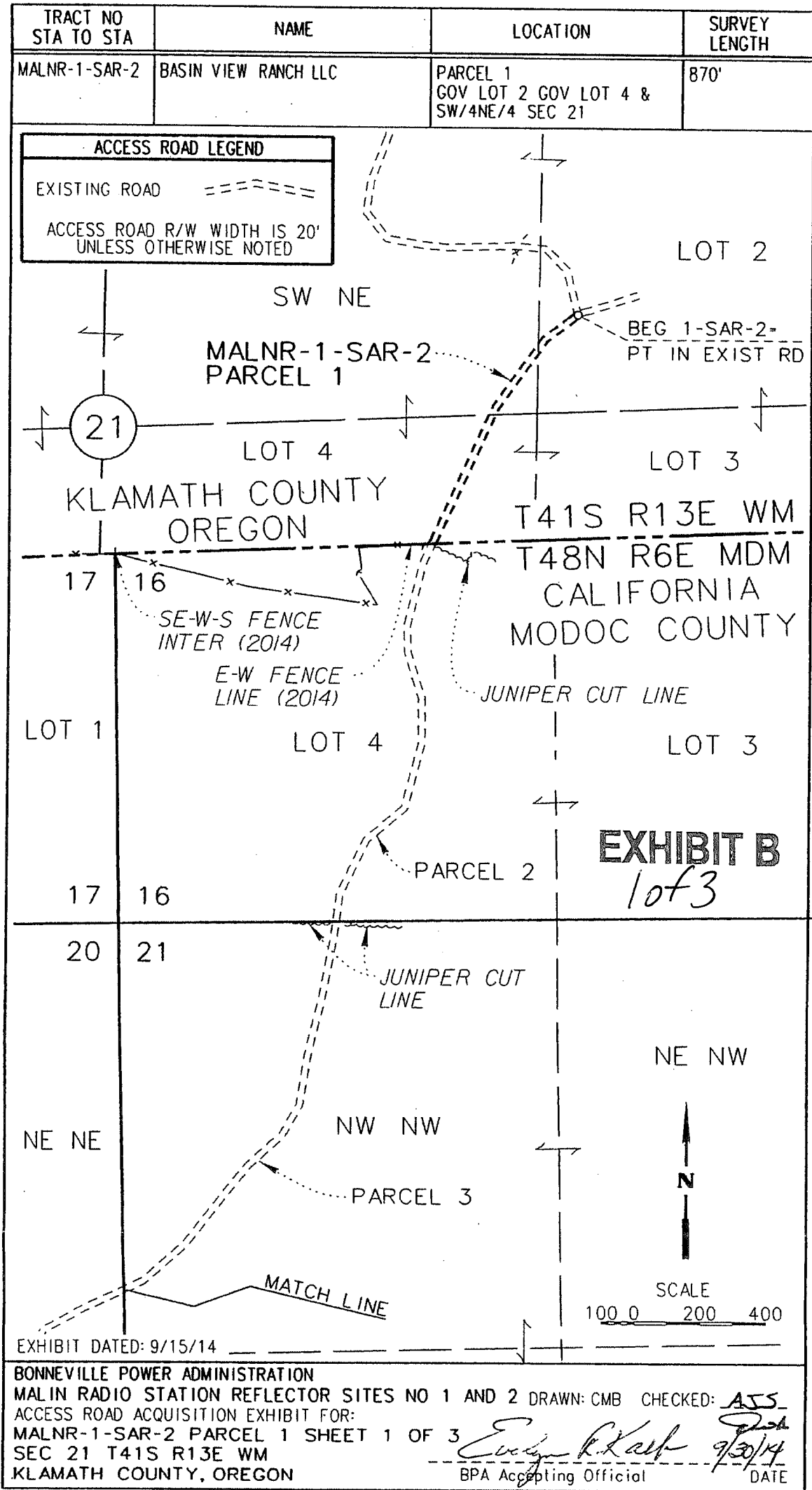
My commission expires June 19 2017

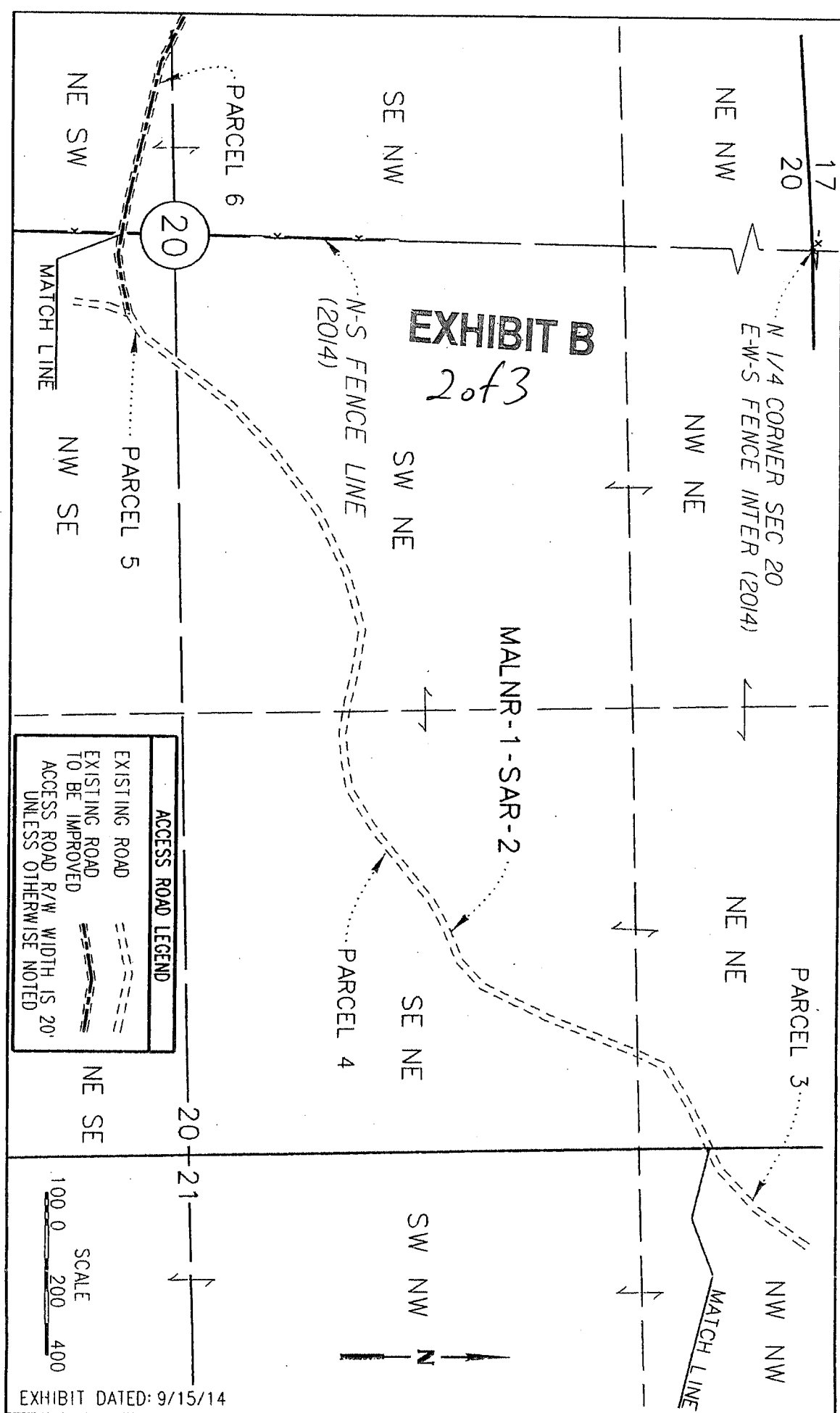
MALNR-1-SAR-2 Parcel 1

A right-of-way 20 feet wide, over and along an existing road, over and across Government Lots 2 and 4 and the SW1/4NE1/4 of Section 21, Township 41 South, Range 13 East, Willamette Meridian, Klamath County, Oregon, as shown on Bonneville Power Administration (BPA) Access Road Acquisition Exhibit for MALNR-1-SAR-2 Parcel 1, Sheets 1 to 3, dated September 15, 2014, attached hereto and made a part hereof.

EXHIBIT A

Prepared By ASG/STH/OBEC
Checked By ATS/OBEC
EDA 9/23/14





BONNEVILLE POWER ADMINISTRATION
 MALIN RADIO STATION REFLECTOR SITES NO 1 AND 2 DRAWN: CMB CHECKED: ASS
 ACCESS ROAD ACQUISITION EXHIBIT FOR:
 MALNR-1-SAR-2 PARCEL 1 SHEET 2 OF 3
 SEC 21 T41S R13E WM
 KLAMATH COUNTY, OREGON

Eulysa R. Laet
 BPA Accepting Official

9/30/14
 DATE

