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Fee: \$67.00

Returned at Counter

<i>Space above for Recorder's use</i>	
After recording return to:	Send Tax Statements To:
Pacific Power 1950 Mallard Lane Klamath Falls, OR 97601	No Change Parcel No. R-3907-025D0-01900-000 Map No. 39S07E25D

POWER LINE EASEMENT

In consideration of value received, 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, its successors and assigns, GRANTEE, a non-exclusive easement 10 feet in width, 115 feet in length, more or less, over, upon and across:

A portion of the West half of the Southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 25, Township 39 South, Range 7 East, W.M., Klamath County, Oregon, 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, reconstructing, operating, maintaining, repairing, and removing one or more electric power transmission distribution and communication lines and appurtenant poles, wires, cables, 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, unless caused by GRANTOR's negligence or willful misconduct.

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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. 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 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. GRANTEE shall be responsible for any costs incurred by GRANTOR in removing said property. Upon termination, GRANTEE shall restore the easement area 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 easement area in a time period designated by GRANTOR. If GRANTEE fails to restore the easement area in accordance with this agreement, GRANTOR may do so, and GRANTEE shall be responsible for all reasonable 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 and agrees that GRANTOR shall not be responsible for any damage to the power line and related facilities caused by the activities of GRANTOR, its officers, members, employees, agents, permittees or licensees under this paragraph. 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. 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.

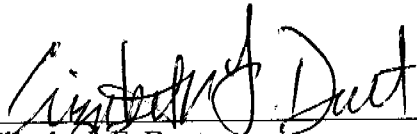
Upon GRANTOR'S written notice of termination, GRANTEE shall execute a recordable document evidencing termination of easement.

12. 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, or through a program of self-insurance. 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 \$2,000,000 combined single limit per occurrence.
 - b. Automobile Liability insurance in an amount not less than \$2,000,000 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.
13. The rights and privileges granted by this easement shall not be assigned in any manner without prior written consent of GRANTOR.
14. All agreements and conditions of this easement are alike binding upon the GRANTEE and any other future holders of this agreement.

Executed this 16th day of June, 2015

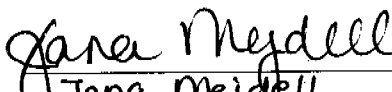
GRANTOR:

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


Elizabeth F. Dent
Division Chief
State Forests Division

GRANTEE:

PacifiCorp, an Oregon corporation


Jana Mejdell
Director, Real Estate
PacifiCorp

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me this 16th day of June, 2015 by Elizabeth F.
Dent as the authorized representative of the State of Oregon.



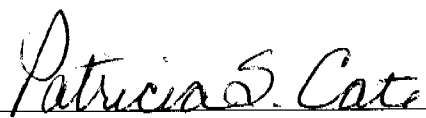

Notary Public for Oregon
My Commission expires: 6/23/2016

EXHIBIT "A"

PROPERTY DESCRIPTION

Section: 25, Township: 39S, Range: 07E, Willamette Meridian,
Klamath County, State of Oregon.
Map / Tax Lot or Parcel No.: 39 07 25D, R-3907-025D-01900-000

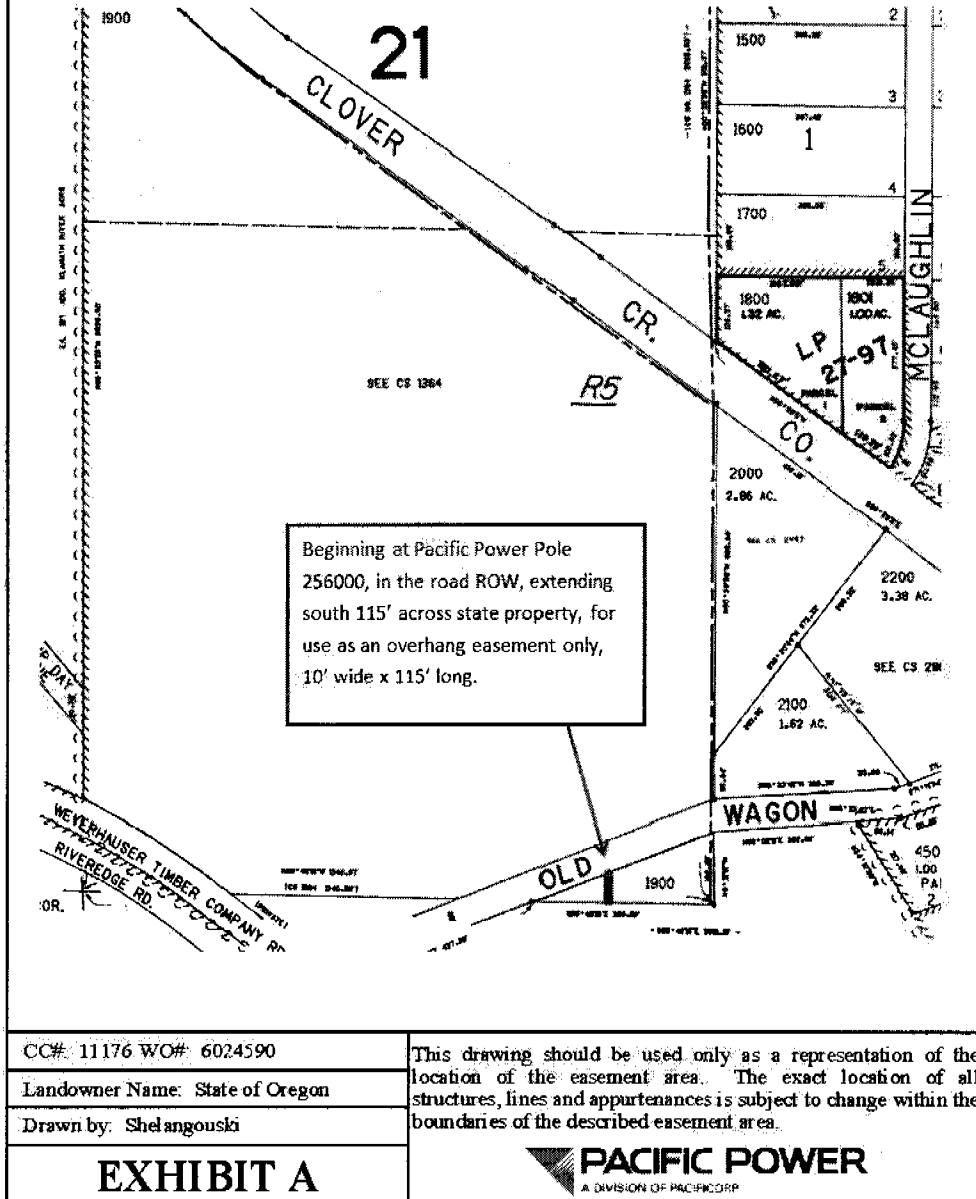


EXHIBIT "A"

NE1/4 SEC. 36 T.39S. R.07E. W.M.
KLAMATH COUNTY

For this customer, Richard Perez,
map tax lot R-3907-036A0-0800-000

