

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

Legal description: A portion of the SW1/4NE1/4 of Section 20, 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. 41130200000400000.)

BPA COPY

BPA Tract No: MALN-SAR-1P1

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION

EASEMENT
Non-Exclusive Access Road

THIS AGREEMENT, made between VINTON ALAN LOVENESS, KATHY ADAIR ROGERS AND VICKI SUE ROGAL, AS TENANTS IN COMMON, 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 FIVE THOUSAND ONE HUNDRED DOLLARS (\$5,100.00) 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.

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.

<u>Vinton Alan Loveness</u> Grantor: VINTON ALAN LOVENESS _____ Title (if applicable) <u>September 9, 2015</u> Date	<u>Vinton Alan Loveness POA</u> Grantor: KATHY ADAIR ROGERS _____ Title (if applicable) <u>September 9, 2015</u> Date
Accepted for the UNITED STATES OF AMERICA <u>Catherine S. Albright</u> Signature: <u>Realty Specialist</u> Title <u>10/22/2015</u> Date	<u>Vinton Alan Loveness POA</u> Grantor: VICKI SUE ROGAL <u>September 9, 2015</u> Title (if applicable) _____ Date

WWW: 8-17-2015

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

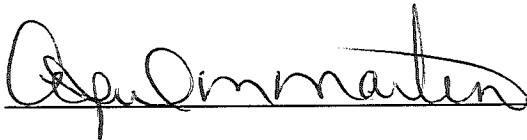
)ss.

County of SHASTA)

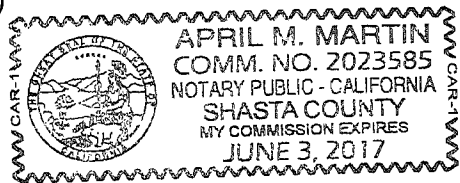
On September 9, 2015 before me, APRIL M. MARTIN, Notary Public, personally appeared VINTON ALAN LOVENESS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature



(Seal)

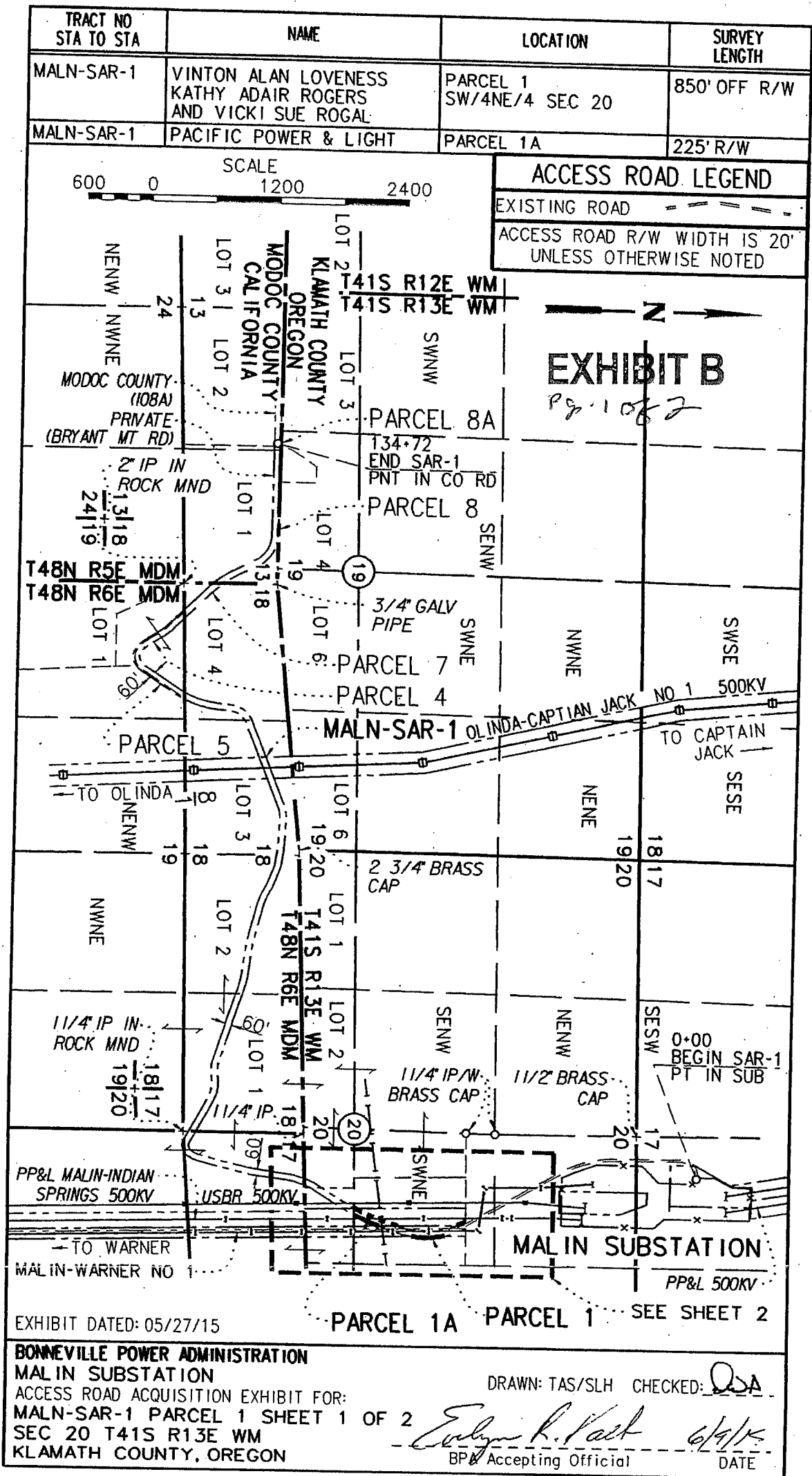


MALN-SAR-1 Parcel 1

A right-of-way 60 feet wide, over and along an existing road, over and across part of the SW1/4NE1/4 of Section 20, Township 41 South, Range 13 East, Willamette Meridian, Klamath County, Oregon, as shown on Bonneville Power Administration (BPA) Access Road Exhibit for MALN-SAR-1 Parcel 1, Sheets 1 and 2, dated May 27, 2015, attached hereto and made a part hereof.

EXHIBIT A


Prepared By Sherrin Hoffman
Checked By SWA/KR/CHAD 6/9/15



MALIN

SUBSTATION

ACCESS ROAD LEGEND

EXISTING ROAD 

ACCESS ROAD R/W WIDTH IS 20' UNLESS OTHERWISE NOTED

