

0101013

After Recording return to:  
Bonneville Power Administration  
Attn: Brenda Morris TERP-3  
PO Box 3621  
Portland, OR 97208

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

**EASEMENT NO. 58345-EA**  
**Road Access**

**2016-010033**  
Klamath County, Oregon  
09/21/2016 03:34:00 PM  
Fee: \$92.00

The STATE OF OREGON, by and through its Department of State Lands, GRANTOR, for and in consideration of \$33,500.00, hereby grants to GRANTEE,

**NAME of GRANTEE:**

United States of America, Dept. of Energy  
Bonneville Power Administration

**ADDRESS:**

PO Box 3621, TERP-3  
Portland, OR 97208

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

**G-M-156-AR-1 Parcel 1:**

A right-of-way 20 feet wide, over and along an existing road, over and across the SE1/4SW1/4, SW1/4SW1/4 of Section 28, the SE1/4SE1/4, NW1/4SE1/4, SW1/4SE1/4, SE1/4SW1/4, NE1/4SW1/4, SW1/4SW1/4 of Section 29, the SE1/4SE1/4, SW1/4SE1/4, SE1/4SW1/4 of Section 30, and the NE1/4NE1/4, NW1/4NE1/4 of Section 31, Township 37 South, Range 12 East, Willamette Meridian, Klamath County, Oregon, as shown on Bonneville Power Administration (BPA) Access Road Acquisition Exhibit for G-M-156-AR-1 Parcel 1, sheets 1 and 2, dated January 22, 2015, attached hereto and made part hereof.

**G-M-156-AR-1 Parcel 3:**

A right-of-way 20 feet wide, over and along an existing road, over and across the SE1/4SE1/4, NE1/4SE1/4, NW1/4SE1/4, SW1/4NE1/4 of Section 25, Township 37 South, Range 11 East, Willamette Meridian, Klamath County, Oregon as shown on Bonneville Power Administration (BPA) Access Road Acquisition Exhibit for G-M-156-AR-1 Parcel 3, sheets 1 and 2, dated January 22, 2015, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto GRANTEE in perpetuity, 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.

- 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

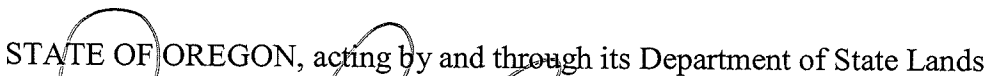
2. GRANTEE shall obtain prior written approval from GRANTOR prior to:

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 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.
15. 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.
16. 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.
17. 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.

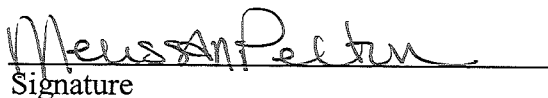
This easement does not convey an estate in fee simple of the lands used for a right-of-way. This grant is for an easement only, and title remains in the State of Oregon.

July, 2016



STATE OF OREGON                         )  
County of Deschutes                    )ss  
  )

Jim Paul



Document1

CERTIFICATE OF APPROVAL OF CONVEYANCE  
(ORS 93.808)

Bonneville Power Administration, Grantee, hereby approves and accepts, pursuant to ORS 93.808, the grant of an interest in real property from State of Oregon Department of State Lands Grantor, as described in the instrument to which this Certificate is attached.

A copy of this Certificate may be affixed to, and recorded with, the instrument described above.

DATED this 19<sup>th</sup> day of September, 2016. Bonneville Power Admin

Stacie Hensley  
Grantee

By: Stacie Hensley

Name: Stacie Hensley

Title: Supervisory Realty Specialist

STATE OF OREGON           )  
  ) ss.  
County of MULTNOMAH )

On this 19<sup>th</sup> day of SEPTEMBER, 2016, before me personally appeared Stacie R. Hensley, who being duly sworn stated that he/she is the Supervisory Realty Specialist of Bonneville Power Administration, Grantee, and acknowledged the foregoing instrument to be the voluntary act of said Grantee and that he/she executed the foregoing instrument under authority granted by said Grantee.



[Signature]  
NOTARY PUBLIC FOR OREGON  
My commission Expires: December 11<sup>th</sup>, 2017

G-M-156-AR-1 Parcel 1

A right-of-way 20 feet wide, over and along an existing road, over and across the SE1/4SW1/4, SW1/4SW1/4 of Section 28, the SE1/4SE1/4, NE1/4SE1/4, NW1/4SE1/4, SW1/4SE1/4, SE1/4SW1/4, NE1/4SW1/4, SW1/4SW1/4 of Section 29, the SE1/4SE1/4, SW1/4SE1/4, SE1/4SW1/4 of Section 30, and the NE1/4NE1/4, NW1/4NE1/4 of Section 31, Township 37 South, Range 12 East, Willamette Meridian, Klamath County, Oregon, as shown on Bonneville Power Administration (BPA) Access Road Acquisition Exhibit for G-M-156-AR-1 Parcel 1, sheets 1 and 2, dated January 22, 2015, attached hereto and made a part hereof.

## EXHIBIT A

Prepared By CLW/MSI by MTG  
Checked By MTG/MSI  
GAB 1-26-2015

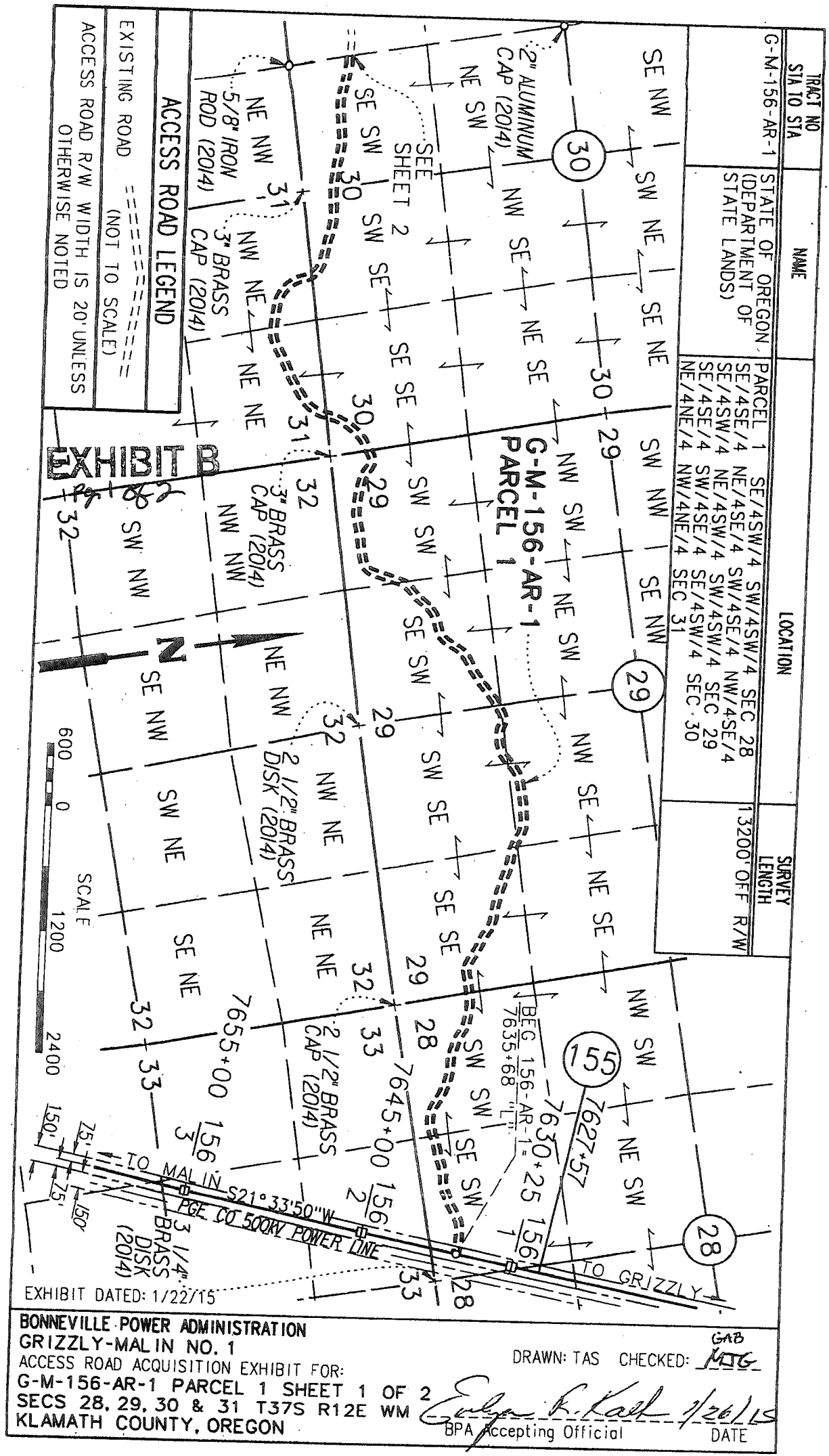
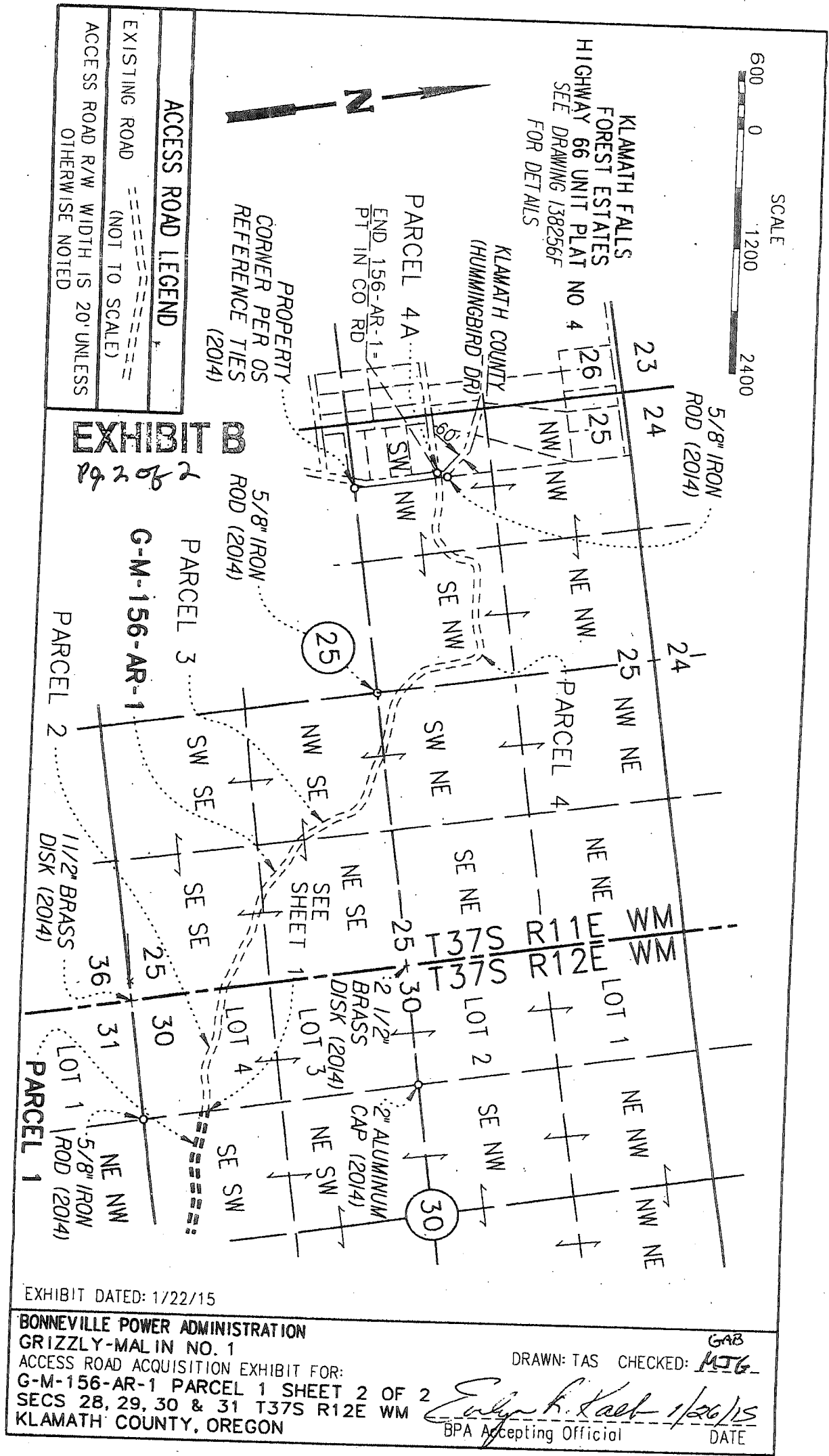


EXHIBIT DATED: 1/22/15

BONNEVILLE POWER ADMINISTRATION  
GRIZZLY-MALIN NO. 1  
ACCESS ROAD ACQUISITION EXHIBIT FOR:  
G-M-156-AR-1 PARCEL 1 SHEET 1 OF 2  
SECS 28, 29, 30 & 31 T37S R12E WM  
KLAMATH COUNTY, OREGON

DRAWN: TAS CHECKED: *GAB*  
*Edgar R. Kalk* 1/26/15  
BPA Accepting Official DATE





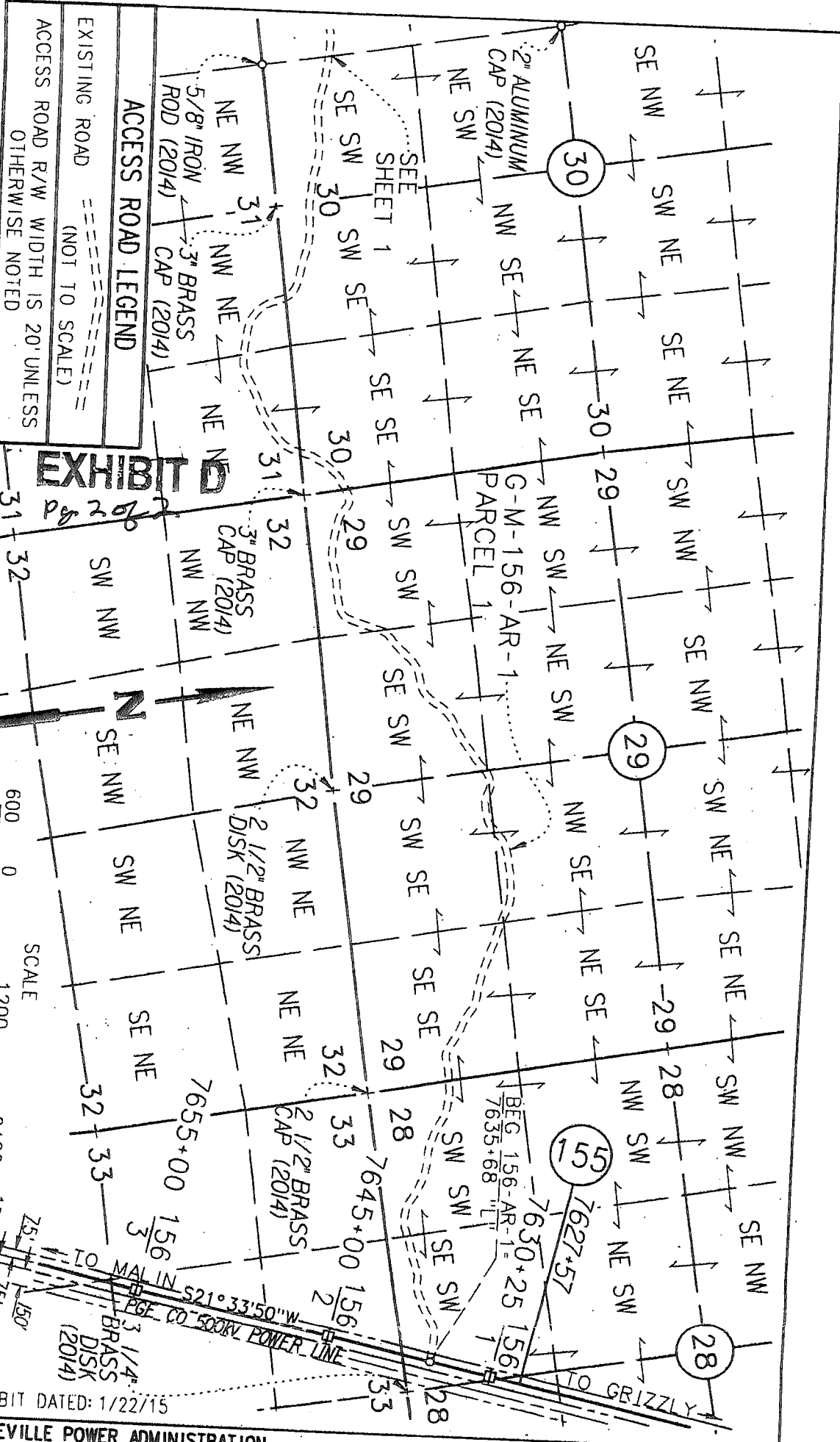
G-M-156-AR-1 Parcel 3

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## EXHIBIT C

Prepared By CLW/MSI by MTG  
Checked By MTG/MSI  
GAB 1-26-2015





BONNEVILLE POWER ADMINISTRATION  
GRIZZLY-MALIN NO. 1  
ACCESS ROAD ACQUISITION EXHIBIT FOR:  
G-M-156-AR-1 PARCEL 3 SHEET 2 OF 2  
SEC 25 T37S R11E WM  
KLAMATH COUNTY, OREGON

DRAWN: TAS CHECKED: GAB  
MTG  
1/26/15  
BPA Accepting Official DATE