

2021-011753

Klamath County, Oregon



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08/02/2021 12:57:36 PM

Fee: \$122.00

<i>Space above for Recorder's use</i>	
After recording return to:  Oregon State Department of Forestry ATTN: Land Specialist 2600 State Street Salem, OR 97310-0340	Send tax statements to:  No change

ODF Master File No. 311.18145

#### POWER LINE EASEMENT

In consideration of the covenants and promises herein, the STATE OF OREGON, acting by and through the Oregon Department of Forestry on behalf of the Board of Forestry, GRANTOR, grants and conveys to MIDSTATE ELECTRIC COOPERATIVE, INC., GRANTEE, a non-exclusive easement 20 feet in width, 10 feet on each side of the centerline, over, upon and across:

Those State lands held by the Board of Forestry in Section 12 and the NW ¼ of Section 13, Township 25 South, Range 8 East of the Willamette Meridian; such centerline representing the underground cable line, as more particularly described in Exhibit "A" hereto and as depicted in Exhibits "B, C, and D" hereto.

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

1. The rights herein granted are for the purposes of maintaining, repairing, replacing and using one or more electric power transmission 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.
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, when installing in-ground electrical transmission and supporting services, bury such lines and facilities not less than 24 inches below the surface of the ground; provided however, that where said underground services are placed under, adjacent to, or through existing or planned roads and other such improvements, said underground services shall be buried to the necessary depth as to cause no interference with the use, construction, and maintenance of roads or other such improvements and must be certified by a registered professional engineer to withstand U-80 vehicle loading. GRANTEE 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 any buried 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 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. 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 12<sup>th</sup> day of July, 2021.

GRANTOR:

GRANTEE:

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



Elizabeth F. Dent  
Division Chief  
State Forests Division

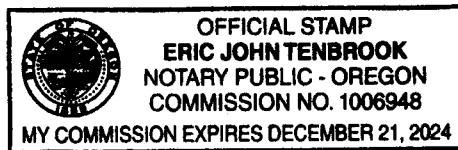


ACKNOWLEDGMENTS ON FOLLOWING PAGE

ACKNOWLEDGMENT

STATE OF OREGON     )  
                                  )  
County of Marion     )

This instrument was acknowledged before me this 12<sup>th</sup> day of July, 2021,  
by Elizabeth F. Dent, State Forests Division Chief, as the authorized representative of the State of  
Oregon.

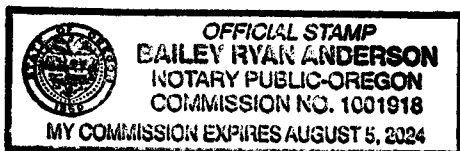


E. John Tenbrook  
Notary Public for Oregon

My Commission expires: 12-21-2024

STATE OF OREGON     )  
                                  )  
County of Deschutes     )

This instrument was acknowledged before me this 20<sup>th</sup> day of July, 2021,  
Ned Ratterman, as the authorized representative of MIDSTATE  
ELECTRIC COOPERATIVE, INC.



Bailey Ryan Anderson  
Notary Public for Oregon

My Commission expires: August 5, 2024

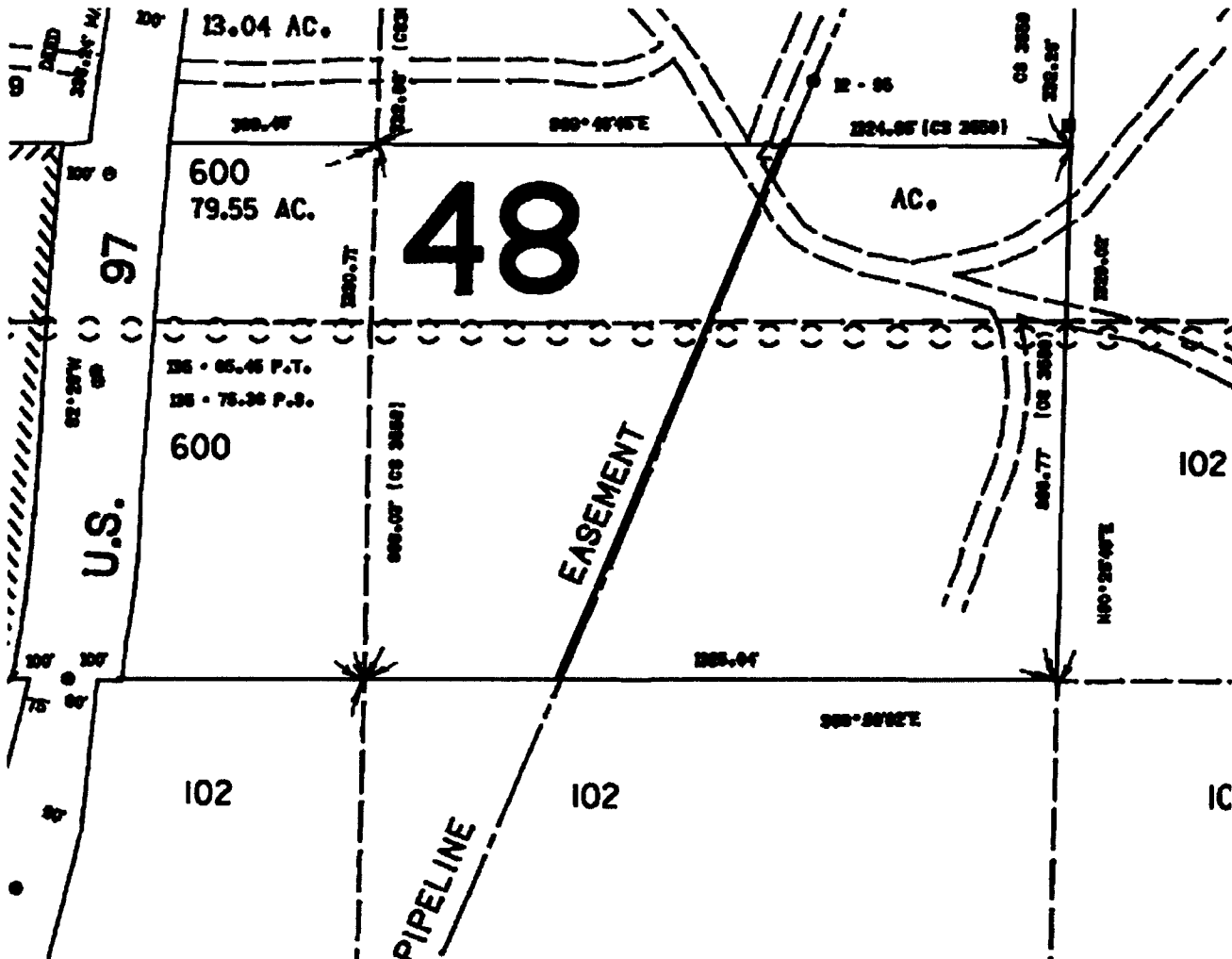
EXHIBIT A

More particularly described as a portion of the NW  $\frac{1}{4}$ , NE  $\frac{1}{4}$  of Section 12, Township 25 South, Range 8 East, Willamette Meridian, Klamath County, State of Oregon, Map/Tax Lot No: 2508-01200-00600, together with a portion of the SW  $\frac{1}{4}$ , NE  $\frac{1}{4}$ , and the SE  $\frac{1}{4}$ , NW  $\frac{1}{4}$ , the SW  $\frac{1}{4}$  of Section 12, Township 25 South, Range 8 East, Willamette Meridian, Klamath County, State of Oregon, Map/Tax Lot No: 2508-01200-00102, together with a portion of the NW  $\frac{1}{4}$  of Section 13, Township 25 South, Range 8 East, Willamette Meridian, Klamath County, State of Oregon, Map/Tax Lot No: 2508-00000-00902, commencing at the west 5ft of Transcanada Energy's existing Right of Way Milepost 504.426 said point being the Point of Beginning of the Centerline of the easement being described herein, then continuing Southwest along the West 5ft of Transcanada Energy's existing Right of Way Milepost 505.6, said point being terminus of the centerline of the easement being described herein containing 2.85 acres, more or less.


**In the NW ¼, NE ¼ of Section 12, Township 25 S., Range 08 E.,  
of the Willamette Meridian, Klamath County, State of Oregon.  
Map / Tax Lot or Assessor's Parcel No: 2508-01200-00600**



**Map #: 2508-01200-00600**



**MEC 20' X 1,105' Easement**

Work Order #: 20213050	<p>This drawing should be used only as a representation of the location of the easement area. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.</p> 
Landowner: State of Oregon & Board of Forestry	
Drawn by: Melissa Byrd	
<b>EXHIBIT B</b>	

## PROPERTY DESCRIPTION

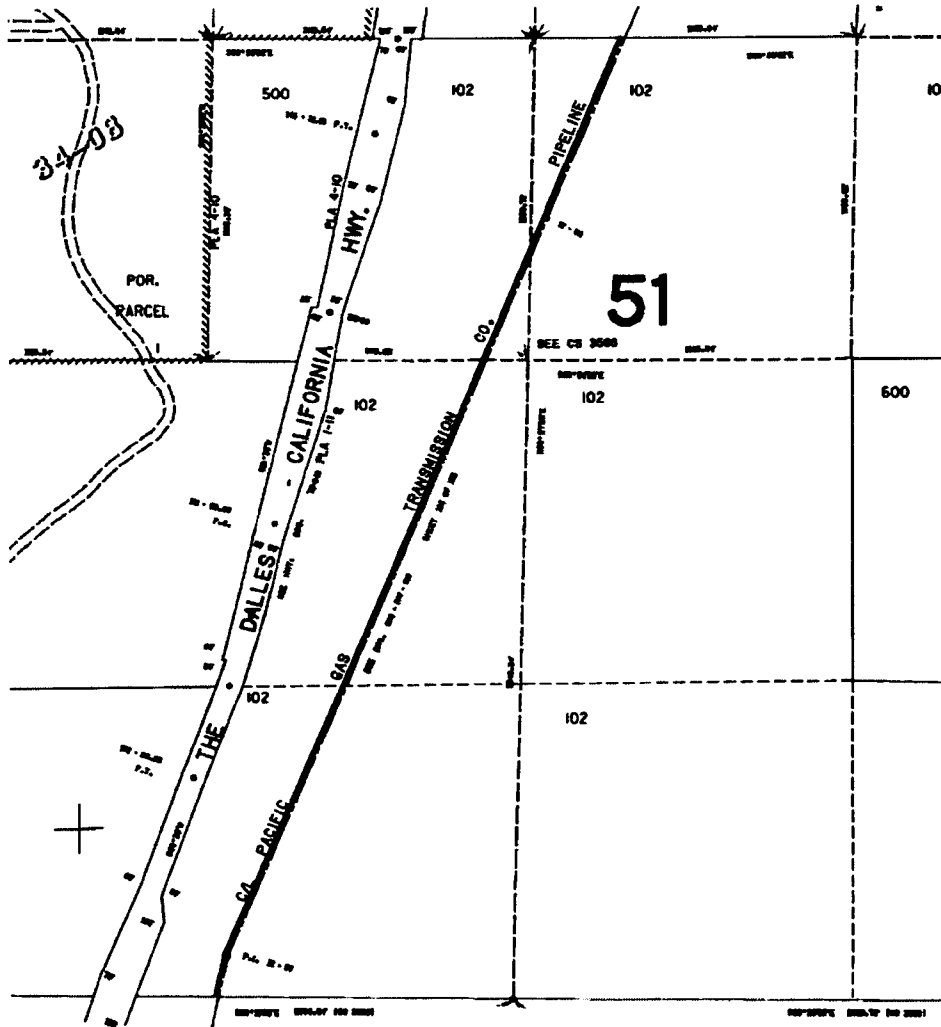
In the SW ¼, NE ¼ and SE ¼, NW ¼ and SW ¼ of Section 12, Township 25 S., Range 08 E., of the Willamette Meridian, Klamath County, State of Oregon.

Map / Tax Lot or Assessor's Parcel No: 2508-01200-00102



Mailing Name: State of Oregon & Board of Forestry

Map #: 2508-01200-00102



MEC 20' X 4,000' Easement

Work Order #: 20213050

Landowner: State of Oregon & Board  
of Forestry

Drawn by: Melissa Byrd

# EXHIBIT C

This drawing should be used only as a representation of the location of the easement area. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.





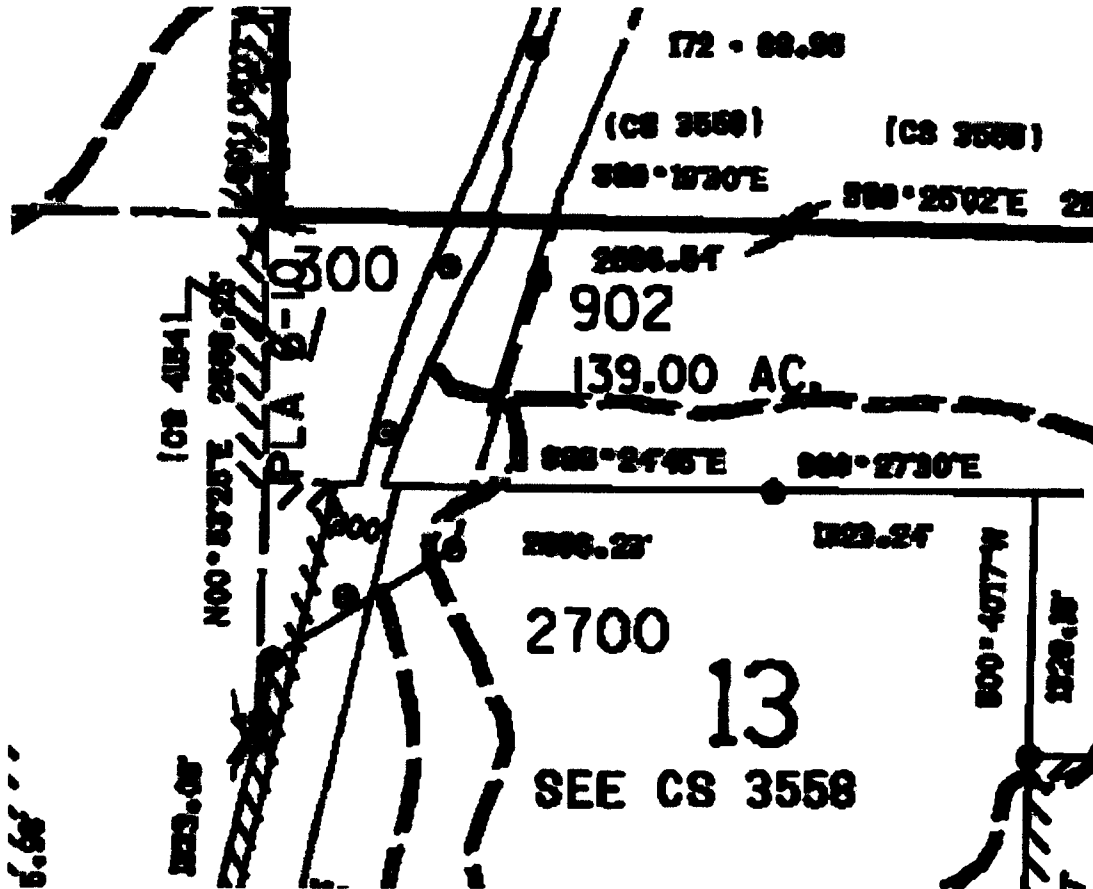
**PROPERTY DESCRIPTION**

In the NW ¼ of Section 13, Township 25 S., Range 08 E.,  
of the Willamette Meridian, Klamath County, State of Oregon.  
Map / Tax Lot or Assessor's Parcel No: 2508-00000-00902



Mailing Name: State of Oregon & Board of Forestry

Map #: 2508-00000-00902



MEC 20' X 1,095' Easement

Work Order #: 20213050

Landowner: State of Oregon & Board  
of Forestry

Drawn by: Melissa Byrd

**EXHIBIT D**

This drawing should be used only as a representation of the location of the easement area. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

