

2023-000888

Klamath County, Oregon



00311362202300008880060068

02/09/2023 09:56:13 AM

Fee: \$46.00

**RECORDING REQUESTED BY:**

U.S. Department of the Interior  
Bureau of Reclamation

**WHEN RECORDED RETURN TO:**

U.S. Department of the Interior  
Bureau of Reclamation  
CGB Region, CGB-450  
2800 Cottage Way  
Sacramento, CA 95825-1898

Portion of APN: 3909-02100-00800

**DOCUMENTARY TRANSFER TAX:**

No recording fee required, this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This transfer is also exempt from Documentary transfer tax per California Revenue & Taxation Code section 11922.

Klamath Project  
Klamath Basin Area Office,  
Klamath County  
Contract No. 22-LC-20-3049

**CONTRACT AND GRANT OF EASEMENT TO  
PACIFICORP**

**UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**THIS GRANT OF EASEMENT**, made this 30 day of January, 2023, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) as amended and supplemented and particularly the Reclamation Project Act of 1939 (53 Stat. 187) is entered into, by and between the **UNITED STATES OF AMERICA** (United States), acting by and through its Department of the Interior, Bureau of Reclamation (Reclamation), represented by the officer executing this instrument on its behalf hereinafter called "*Grantor*", and **PacifiCorp**, an Oregon corporation, its successors and assigns, hereinafter called "*Grantee*."

**NOW THEREFORE**, Grantor, for and in consideration of benefits received, does hereby grant to Grantee, its successors, and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee subject to existing easements and valid rights, a perpetual easement for a right of way 10 feet in width and 250 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's underground electric distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, vaults on, across, or under the surface of the real property of Grantor in Klamath

County, State of Oregon, as more particularly described as follows and/or shown on Exhibit(s) 'A' attached hereto and by this reference made a part hereof:

A portion of:

S.E. ¼ N.E. ¼ Section 21 TWSHP 39S. RNG. 9E. W.M.

Assessor's Map No.: 39 09 21

Parcel No.: 3909-02100-00800

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee:

Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no future administrative rule or regulation shall reduce unreasonably the rights herein expressly granted.

Together with the right of ingress and egress for Grantee, its contractors, or agents, to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all structures, and buildings and hazards and reasonably clear of any brush, trees and timber which might endanger Grantee's facilities or unreasonably impede Grantee's activities. Except as expressly authorized herein, any actions taken by the Grantee, pursuant to this Easement that are reasonably likely to cause material harm or materially hinder federally authorized activities or facilities, must be expressly approved in writing prior to taking said action by Grantor. No approval shall be unreasonably withheld, conditioned or delayed.

At no time shall Grantor conduct or permit any ground disturbing activity or excavation in the right of way without the express written consent of the Grantee. Subject to the foregoing limitations, the right of way may be used for other purposes not inconsistent, as determined by the Grantee, with the purposes for which this easement has been granted.

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

Grantor represents and warrants that it possesses all right, title and interest in and to the right of way area, free and clear of any lien, security interest, encumbrance, claim, license or other restriction that would interfere with Grantee's use of the right of way area for the purposes contemplated hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract and Grant of Easement to be executed the day and year first above written.

**UNITED STATES OF AMERICA**

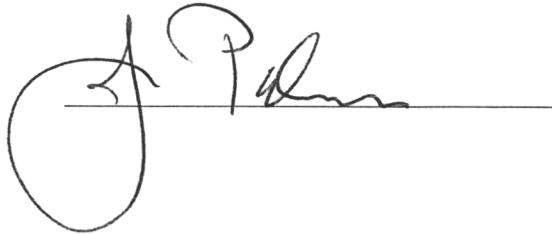
By:  \_\_\_\_\_

Adam M. Nickels  
Regional Resources Manager  
California-Great Basin Region  
U.S. Department of the Interior  
Bureau of Reclamation

### ACCEPTANCE OF GRANTEE

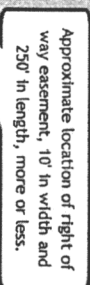
The foregoing conveyance is hereby accepted by the Grantee. The Grantee further agrees, by this acceptance, to the sufficiency of the conveyance and to comply with the terms and covenants of the within and foregoing Contract and Grant of Easement. The Grantee further agrees by this acceptance to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

**PacifiCorp**

A handwritten signature, appearing to be "J. Palmer", is written over a horizontal line. The signature is in cursive and includes a large, stylized initial "J" on the left.

# -Z▶

# -Z▶



Landowner: US Bureau of Reclamation  
 Drawn by: L Reed

**EXHIBIT A**  
**PACIFIC POWER**  
A DIVISION OF PACIFICORP

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.

# 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  
COUNTY OF Sacramento

On 1/30/2023, before me Leah Slazinik, a Notary Public, personally appeared Adam M. Nickels 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 capacities, 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 Leah Slazinik

