

2025-011562

Klamath County, Oregon

12/29/2025 11:10:01 AM

Fee: \$142.00

WHEN RECORDED RETURN TO:  
Klamath Intertribal Land Conservancy  
3300 Broadway  
Eureka, CA 95501

AND MAIL TAX STATEMENTS TO:  
Klamath Intertribal Land Conservancy  
3300 Broadway  
Eureka, CA 95501

### **SPECIAL WARRANTY DEED**

PacifiCorp, an Oregon corporation, f/k/a Pacific Power & Light Company, successor in interest to The California Oregon Power Company (“**Grantor**”), hereby grants to Klamath Intertribal Land Conservancy, a California nonprofit corporation (“**Grantee**”), the real property situated in Klamath County, Oregon and described in Exhibit A attached hereto and by this reference incorporated herein (the “**Property**”), free of encumbrances created or suffered by the Grantor except as specifically set forth herein.

The Property is conveyed by Grantor and accepted by Grantee subject to those matters described on Exhibit B attached hereto and incorporated herein by reference, and subject to Grantor’s reserved easements in Exhibit C.

The true consideration for this conveyance is \$1,200,708.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.


DATED as of December 15, 2025.

[signature and notary acknowledgment appear on the following page]

IN WITNESS WHEREOF, Grantor executed this Special Warranty Deed as of the date first written above.

**GRANTOR:**

PacifiCorp, an Oregon corporation, f/k/a Pacific Power & Light Company, successor in interest to The California Oregon Power Company

By:   
Name: Timothy J. Hemstreet  
Title: VP, Resource Development

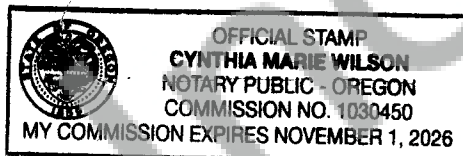
STATE OF OREGON


)  
)  
)

COUNTY OF MULTNOMAH

On this 15th day of December, 2025, before me, the undersigned, a Notary Public in and for the state of Oregon, duly commissioned and sworn, personally appeared Timothy J. Hemstreet, known to be the VP, Resource Development of PacifiCorp, an Oregon corporation, the company that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that company for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of the company.

WITNESS my hand and official seal hereto affixed the day and year first above written.



  
Print Name: CYNTHIA MARIE WILSON  
NOTARY PUBLIC for the State of Oregon  
My Commission Expires: 11.1.2026

IN WITNESS WHEREOF, Grantee executed this Special Warranty Deed as of the date first written above.

GRANTEE:

Klamath Intertribal Land Conservancy, a  
California nonprofit corporation

By: 

Name: Molli Myers  
Title: President

### 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 Humboldt

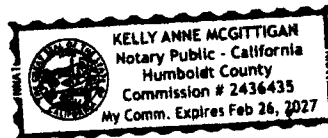
On December 17, 2025 before me, Kelly Anne Mcgittigan, notary public  
(insert name and title of the officer)

personally appeared Molli Myers,  
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)



**EXHIBIT "A"**

**(PROPERTY)**

**Parcel One:**

Township 41 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon

Section 12: The N1/2 of the NW1/4; The W1/2 of the NE1/4; The E1/2 of the SW1/4 and the SW1/4 of the SW1/4;

Section 13: Government Lot 3

also;

Government Lots 1 and 6 (E1/2 NW1/4) and Governments 7 and 8 (N1/2 SW1/4) in Section 7, Township 41 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

**Parcel Two:**

Township 41 South, Range 5 East of the Willamette Meridian, Klamath County, Klamath County, Oregon.

Section 12: NE1/2 of SE1/4 and Government Lot 2 and Government Lot 1

**Parcel Three:**

Township 41 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

Section 3: The E1/2 of the SW1/4; the NW1/4 of the SE1/4 and the SW1/4 of the NE1/4

Section 5: The SW1/4 of the SE1/4

Section 8: The W1/2 of the NE1/4; the NW1/4 of the SE1/4

Section 9: The NE1/4 of NE1/4

Section 10: The SE1/4 of the SE1/4; the N1/2 of the SE1/4 and the E1/2 of the NE1/4; The E1/2 of the NW1/4, and NW1/4 of NW1/4

## **EXHIBIT "B"**

### **(PERMITTED EXCEPTIONS)**

1. Intentionally Omitted.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Intentionally Omitted.

6. Rights of the public and governmental bodies in and to that portion of the Land now or at any time lying below the high water line of Klamath River, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Klamath River.

All matters arising from any shifting in the course of Klamath River including but not limited to accretion, reliction and avulsion.

7. Rights of the public and governmental bodies in and to that portion of the Land now or at any time lying below the high water line of Hayden Creek, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Hayden Creek.

All matters arising from any shifting in the course of Hayden Creek including but not limited to accretion, reliction and avulsion.

8. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.
9. Rights of tenants under existing leases or tenancies.
10. An easement including the terms and provisions thereof, affecting the portion of the Land and for the purposes stated therein as set forth in instrument:  
Granted To: The California Oregon Power Company, a California corporation

Recorded: February 19, 1928  
Instrument No.: 75, page 5

11. The provisions contained in Deed,  
Recorded: May 14, 1930,  
Instrument No.: 90, page 20.
12. The provisions contained in State of Oregon Certificate of Water Right, Division number 1, which certificate is recorded in Salem, Oregon, in the State Record of Water Right Certificates, at Volume 1, page 739 and which water right is also of record in Volume 1 of Water Rights, page 402 of the Records of Klamath County, Oregon.
13. An easement including the terms and provisions thereof, affecting the portion of the Land and for the purposes stated therein as set forth in instrument:  
Granted To: The California Oregon Power Company, a California corporation  
Recorded: February 25, 1960  
Instrument No.: 319, page 224
14. An easement including the terms and provisions thereof, affecting the portion of the Land and for the purposes stated therein as set forth in instrument:  
Granted To: The California Oregon Power Company, a California corporation  
Recorded: February 25, 1960  
Instrument No.: 319, page 226
15. A lease with certain terms, covenants, conditions and provisions set forth therein.  
Lessor: Pacific Power & Light Company, a corporation  
Lessee: William G. Hoover and Ethel J. Hoover, husband and wife  
Recorded: October 26, 1962  
Instrument No.: 341, page 144
16. The provisions contained in Patent,  
Recorded: September 4, 1906,  
Instrument No.: 21, page 51.
17. Agreement, including the terms and provisions thereof,  
Recorded: June 7, 1960  
Instrument No.: 321, page 631
18. Road Easement, including the terms and provisions thereof,  
Recorded: June 8, 1955  
Instrument No.: 275, page 72  
In favor of: The United States of America
19. Scenic Waterways Public Notice, including the terms and provisions thereof,  
Recorded: January 9, 2009  
Instrument No.: 2009-000259

20. Intentionally Omitted

21. Intentionally Omitted.

22. Intentionally Omitted

23. Access appears to be over Bureau of Land Management road by permit. If such a permit exists, the [Title] Company will require a copy for review.

24. Intentionally Omitted

25. Intentionally Omitted.

26. Intentionally Omitted

Unofficial  
Copy



## EXHIBIT "C"

### (RESERVATION OF EASEMENTS)

PacifiCorp, an Oregon corporation, f/k/a Pacific Power & Light Company, successor in interest to The California Oregon Power Company, as "Grantor" hereby reserves, for itself and for its successors and assigns, perpetual non-exclusive easement (the "Easement") in gross, over, across, or under the surface of the respective portions of the Property described below (collectively, the "Easement Areas"). "Grantee" means the Klamath Intertribal Land Conservancy, a California nonprofit corporation, and its successors and assigns. "Property" means the property conveyed by this deed.

#### 1. Purpose.

The Easement is for the purpose of accessing, adding to, maintaining, operating, repairing, replacing, enlarging, reconstructing or removing Grantor's Retained Transmission Facilities. "Retained Transmission Facilities" means the electrical transmission facilities retained by Grantor in connection with Grantor's conveyance of the Property to Grantee, and includes, but is not limited to, transmission, distribution, service and other lines conducting electricity as well as related facilities (including but not limited to towers, poles, pads, guys, anchors, props, supports, transformers, switches, vaults, substations, communications facilities, fiber optic or other communications equipment, including the communication equipment of third parties, and any other improvements and facilities associated with or connected to or that aid in the management or function of such improvements and related facilities), and any addition, replacement, enlargement, or reconstruction of the foregoing from time to time, provided, that, in no event shall any such replacement or reconstruction take place outside of the Easement Areas. Notwithstanding the foregoing, Grantor may construct one or more additional transmission lines in the Easement Areas, which additional transmission line or lines shall become part of the Retained Transmission Facilities after construction. Grantor has the right to keep the Easement Areas clear of all brush, trees, timber, structures, buildings and other hazards which might, in Grantor's judgment, endanger the Retained Transmission Facilities or impede Grantor's activities within the Easement Areas. Notwithstanding the foregoing, Grantee may also keep the Easement Areas clear of all brush, trees, timber, structures, buildings and other hazards. Additionally, Grantor may conduct such work outside of the Easement Areas as may be necessary to comply with any wildfire mitigation plans required by state or federal statute or public utility commissions codes. Grantor shall, at its sole cost and expense, maintain the Easement Areas and the Retained Transmission Facilities in an orderly and safe condition and comply with all laws, including all regulatory, environmental, and safety requirements, applicable to Grantor and its activities under the Easement including the use and management of the Retained Transmission Facilities and the Easement Areas.

#### 2. Easement Areas.

The "Easement Areas" are the physical location of the Retained Transmission Facilities as they exist on the date this deed is recorded. For the transmission lines depicted on Easement Exhibit A, the width is an additional area of one hundred (100) feet, measured on the surface of the Property from *each* side of the centerline of the Retained Transmission Facilities. For the distribution line that runs along Ager-Beswick Road, the width is twenty (20) feet from the outside



conductor (wire) into the Property. For illustrative purposes but not as a legal constraint on the establishment of the Transmission Facilities Easement Area boundaries, Easement Exhibit A reflects the approximate location of the Retained Transmission Facilities. Neither the installation of any new Retained Transmission Facilities, nor the addition, repair, replacement, enlargement, or reconstruction of, nor any other change to, any Retained Transmission Facilities existing on the date this deed is recorded shall increase the size or otherwise modify the boundaries of the Easement Areas. The Easement Areas shall not include any underground facilities unless sufficiently marked to be reasonably ascertainable by visual surface inspection.

3. Grantee Improvements.

Grantor's use of the Easement Areas shall not damage any improvements currently existing or later installed by Grantee outside of the Easement Areas. Grantor shall make commercially reasonable efforts to access and utilize the Easement Areas to minimize disruption to Grantee and any of its employees, agents and invitees.

4. Grantee Rights.

Grantee, its successors and its assigns, shall have the right to access and use the Easement Areas or to grant other easements or licenses at the same location so long as such uses do not interfere with Grantor's rights under this Easement. Prior to granting any use within the Easement Areas, Grantee shall first seek the permission of Grantor, which Grantor may grant, deny or modify in its sole discretion.

5. Restrictive Covenant.

At no time shall Grantee, its successors or assigns place, use or permit in the Easement Areas any structure, equipment, or material of any kind that exceeds twelve (12) feet in height, nor shall it light any fires, nor place any flammable materials in the Easement Areas.

6. General Provisions

a. Access. The Easement reserved hereby include the right of ingress and egress across the Property for Grantor, its contractors, or agents, to the Retained Transmission Facilities and the applicable Easement Areas for all purposes for which the Easement is reserved. If Grantee desires to install gates across access roads, Grantee must allow Grantor to install its own lock(s) thereon for Grantor's access.

b. Remote-Controlled Vehicles. Grantor may also utilize remote-controlled, including aerial, vehicles to access and inspect its Retained Transmission Facilities. Except for such reasonable access across adjacent lands needed to get to and from the corridors, Grantor shall not use remote-controlled vehicles outside of Easement Areas except with written permission from Grantee.

c. Additional Survey or Locating of Boundaries. In the event of a dispute regarding the boundaries of the Easement Areas, the parties shall cooperate in having the disputed area surveyed, certified and marked by a licensed surveyor and to cause this Easement to be amended in accordance with Section 8(c) below. The parties shall share

equally in the cost of such survey work and recording the amendment.

d. Notices. Any notice, approval or communication that either party is required to give in writing may be served personally, mailed, or delivered by express carrier to:

To Grantor: PacifiCorp  
Attn: General Counsel  
825 Northeast Multnomah Street, Suite 2000  
Portland, OR 97232

To Grantee: Klamath Indigenous Land Trust #2066  
3300 Broadway St., Suite 502  
Eureka, CA 95501  
Attn: Molli Meyers, Chair

Either party may change its notice address in accordance with this section.

7. Costs and Expenses.

Grantor shall be responsible for any and all costs and expenses associated with any work or activity by Grantor on or in connection with any Easement or Easement Area. Grantor shall promptly pay all such costs and expenses and shall not place, permit or suffer any mechanics' liens, judgments or other liens or encumbrances upon any portion of the Property, including the Easement Areas, provided that Grantor is not precluded from disputing any amount claimed by a third party, provided that such dispute is timely and diligently prosecuted and any delay in payment does not result in any liability to Grantee or adversely affect Grantee's title to the Easement Area. In the event that such lien is filed then Grantor shall, within twenty (20) days after notice of the filing thereof, initiate action to cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted and shall continue to diligently pursue such actions until such lien is discharged. Grantor shall pay any and all taxes, assessments (general or special), charges or use fee(s) levied by any governmental authority against Grantor's interest in any Easement Area or against any of the Property as a result of the Easements.

8. Amendments.

a. General. The terms and conditions of the Easement may be modified only by written instrument signed by Grantor and Grantee or their respective successors and assigns and recorded in the applicable land records. The costs of recording shall be borne by the party requesting the amendment except as provided in Section 5(c) above.

b. Updates and Corrections to Easement Area Boundaries. In the event either party reasonably determines that the boundaries of any of the Easement Areas are no longer accurately reflected by the attached exhibits then the parties shall cooperate to execute and record such amendments to the exhibits as are appropriate.

c. Other Modifications to Easement Area Boundaries. If either party reasonably determines that modifications to any portion of the description of Easement Areas are necessary it will provide to the other party a description and depiction of the proposed modification in

reasonable detail. Neither party will unreasonably withhold its approval of any requested modification, provided that (a) in the case of a modification proposed by Grantee, it will not in any material respect pose a threat to the reliability or safety of any Retained Transmission Facilities or to the efficiency of Grantor's operations, and (b) if the request is made to the originally named Grantee, it is acceptable to the State of California as the anticipated successor to the originally named Grantee.

9. Termination.

The Easements may be terminated as to all or any portion of the Easement Areas by mutual, written agreement and the tender and recording of a quitclaim deed by Grantor. In the event Grantor elects to terminate any Easement or portion thereof it shall so notify Grantee, and in a timeframe that is reasonable relative to Grantor's other public utility duties, remove the Retained Transmission Facilities from the portions of the Easement Areas relating to the Easement to be terminated. Grantor shall not terminate any aspect of the Easements without removing the associated Retained Transmission Facilities.

10. Running With the Land; Successors and Assigns.

The terms and conditions of the Easements are intended to run with the land and shall bind and inure to the benefit of Grantor's and Grantee's respective successors and assigns.

[illegible]