



# CENTRAL ELECTRIC COOPERATIVE, INC.

www.cec.coop • P.O. Box 846, Redmond, OR 97756 • Office: 541.548.2144 • Fax: 541.548.0366

After recording return to:  
Central Electric Cooperative, Inc.  
P.O. Box 846, Redmond, OR 97756

**W.O. 423448**  
**A.T.L.: 151300000103**

## POWER LINE EASEMENT

The undersigned, **DESCHUTES COUNTY**, a political subdivision of the State of Oregon, **Grantor**, hereby conveys to **CENTRAL ELECTRIC COOPERATIVE, INC.**, a Cooperative Corporation, **Grantee**, an easement on the following described real property in Deschutes County, State of Oregon:

A variable width strip of land located in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4), of Section 02, Township 15 South, Range 13 East, of the Willamette Meridian, Deschutes County, Oregon; lying in Parcel 2 of Partition Plat 2022-17 recorded on 05/10/2022, in Deschutes County Official Records as No. 2022-19116, said easement more particularly described as follows:

As described in Exhibit "A" (Page 3 of 5) and depicted in Exhibit "B" (Pages 4 & 5 of 5) attached and made a part hereof.

### **This easement is granted on the following terms and conditions:**

1. **SCOPE.** This easement granted to Grantee shall be of a width reasonably necessary for the installation, construction, reconstruction, maintenance and operation of an electric transmission or distribution line of one or more wires and all necessary or desirable appurtenances (including, but not limited to towers, poles, props, guys, guy stubs, anchors and other supports); and includes the right to place all or any part of such lines underground and the right to place guys and guy stubs and anchors outside of the easement. Grantee shall maintain all improvements and equipment that is installed and constructed as part of this easement. Grantee shall also have the right to permit other utilities such as telephone and T.V. cable to use the facilities installed in this easement. This easement also gives Grantee the right to go upon adjacent lands of the grantor for the purpose of constructing, reconstructing, stringing new wires on, maintaining, inspecting and removing such lines and appurtenances. Grantee shall clear the easement of brush, trees and structures which might endanger such lines; and the right to top, trim, clear or cut away trees outside of the easement which might endanger such lines. Grantee is responsible for all expenses incurred in the maintenance and repair of the underground electrical service and transformer, except any expenses incurred due to damage caused to the infrastructure by Grantor or a third-party.
2. **LIENS; INDEMNITY.** Grantee shall ensure that any work performed does not cause a construction lien to be filed against Grantor's Property. Grantee will defend, indemnify and hold harmless Grantor from any such claim of construction lien or other claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature by third parties arising from Grantee's work and ongoing operation of the electrical service and transformer on Grantor's property.
3. **LOCATION.** The centerline of said easement shall be located as described and depicted in Exhibits "A & B").
4. **GRANTOR'S WARRANTIES.** Grantor warrants that grantor has the right, title and ability to convey valid title to this easement.

POWER LINE EASEMENT: CEC  
Deschutes County Document No. 2023-932

5. **GRANTOR'S RIGHTS.** Grantor shall have the right to use the land subject to this easement so long as grantor's use does not interfere with this easement, provided that grantor shall not place any structure upon the easement without the prior written consent of Grantee.

6. **MISCELANEOUS PROVISIONS.**

- a. The consideration for this transfer is for value other than monetary value.
- b. The parties agree that the terms of this Agreement are perpetual in nature and the terms of the Agreement and easement shall be binding upon the heirs, successors, assigns and personal representatives of the Grantor and Grantee.
- c. If this Agreement is placed in the hands of an attorney for enforcement, or referred to arbitration, or if any action or suit is instituted to enforce any of the terms of this Agreement, the respective parties shall be responsible for its own attorney fees.
- d. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to paragraphs and subparagraphs are part of this Agreement.
- e. The parties agree that this Agreement is the final expression of the entire agreement between Grantor and Grantee with respect to the subject matter of the Agreement and supersedes all prior or contemporaneous, written or oral, understandings, representations or negotiations between the parties.
- f. The parties further agree that this Agreement may not be modified, changed, supplemented or terminated nor may any obligations under it be waived except by written instrument signed by the party to be charged or by his/her/their agent duly authorized in writing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

**Grantor: Board of County Commissioners of Deschutes County, Oregon**

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
Anthony DeBone, Chair

\_\_\_\_\_  
Phil Chang, Vice Chair

\_\_\_\_\_  
Patti Adair, Commissioner

ATTEST:

\_\_\_\_\_  
Recording Secretary

State of Oregon        )  
                                  ) SS.  
County of Deschutes    )

Before me, a Notary Public, personally appeared Anthony DeBone, Patti Adair, and Phil Chang the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

Dated this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**  
**CENTRAL ELECTRIC COOPERATIVE**  
**POWER LINE EASEMENT NEGUS TRANSFER STATION**  
**DESCHUTES COUNTY, OREGON**

A tract of land in the northwest 1/4 of Section 11 and the southwest 1/4 of Section 2 of Township 15 South, Range 13 East, of the Willamette Meridian, in Deschutes County, Oregon and also being a portion of Parcel 2 of Partition Plat 2022-17 recorded as 2022-19116 in the Deschutes County Official Records as shown on the attached Exhibit "B" being fully described as follows:

Commencing at northwest corner of said Section 11, a found 1-1/2 inch outside diameter iron pipe thence South 87°21'21" East 754.86 feet to the **TRUE POINT OF BEGINNING**; thence South 89°05'23" East 310.80 feet; thence South 88°59'51" East 370.89 feet; thence South 31°39'52" West 48.50 feet; thence South 23°32'40" West 36.20 feet; thence South 86°41'58" East 117.73 feet; thence South 77°42'21" East 112.14 feet; thence North 11°41'34" East 2.62 feet; thence South 78°18'26" East 16.88 feet; thence South 11°41'34" West 2.80 feet; thence South 77°42'21" East 14.73 feet; thence South 78°37'03" East 113.29 feet; thence North 09°26'18" East 61.30 feet; thence North 06°28'02" East 34.10 feet; thence North 83°06'56" West 3.47 feet; thence North 07°02'16" East 16.95 feet; thence South 83°06'56" East 3.34 feet; thence North 06°56'12" East 73.31 feet; thence North 00°21'30" East 55.21 feet; thence South 89°38'30" East 10.00 feet; thence South 00°21'30" West 55.78 feet; thence South 06°56'12" West 73.88 feet; thence South 83°06'56" East 1.26 feet; thence South 07°02'16" West 1.92 feet; thence South 78°43'46" East 45.65 feet; thence South 80°51'04" East 13.90 feet; thence North 08°14'39" East 2.21 feet; thence South 81°45'21" East 19.94 feet; thence South 08°14'39" West 16.60 feet; thence North 81°45'21" West 19.94 feet; thence North 08°14'39" East 4.39 feet; thence North 80°51'04" West 14.24 feet; thence North 78°43'46" West 45.09 feet; thence South 07°02'16" West 5.00 feet; thence North 83°06'56" West 1.13 feet; thence South 06°28'02" West 34.29 feet; thence South 09°26'18" West 71.91 feet; thence North 78°37'03" West 123.72 feet; thence North 77°42'21" West 14.70 feet; thence South 11°41'34" West 1.73 feet; thence North 78°18'26" West 16.88 feet; thence North 11°41'34" East 1.91 feet; thence North 77°42'21" West 111.46 feet; thence North 86°41'58" West 131.29 feet; thence North 23°32'40" East 51.26 feet; thence North 31°39'52" East 20.03 feet; thence North 88°59'51" West 347.39 feet; thence North 89°05'23" West 310.79 feet; thence North 00°54'37" East 20.00 feet to the **TRUE POINT OF BEGINNING**. The basis of bearing is the Central Oregon Coordinate System prepared by the Deschutes County Surveyor's Office

Tract contains 21,591 square feet (0.496 acres) more or less.

Subject to: All easements, restrictions and right-of-ways of record and those common and apparent on the land.

John Thompson & Associates, Inc.

P.O. Box 683 Bend, Oregon 97709

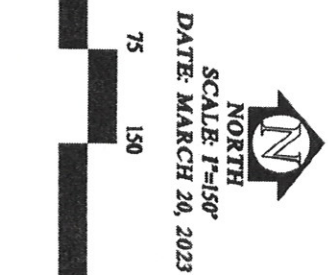
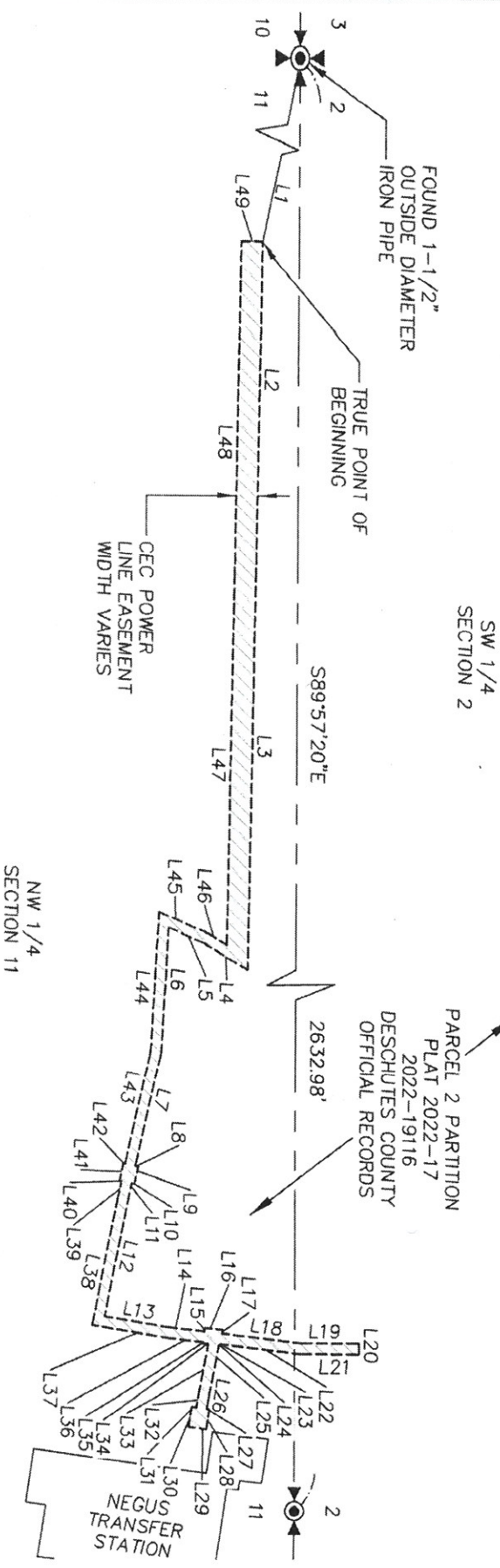
(541) 312-9421  
3/20/2023

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**EXHIBIT "B" CENTRAL ELECTRIC COOPERATIVE**

**POWER LINE EASEMENT NEGUS TRANSFER STATION  
LOCATED IN NW 1/4 SECTION 11 AND SW 1/4 SECTION 2  
TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M.  
DESCHUTES COUNTY, OREGON**

**SHEET 1 OF 2**



CENTRAL ELECTRIC COOPERATIVE POWER LINE  
EASEMENT AREA=21,591 SQUARE FEET  
(0.496 ACRES)

- NOTES**
1. BASIS OF BEARING IS THE CENTRAL OREGON COORDINATE SYSTEM PREPARED BY THE DESCHUTES COUNTY SURVEYOR'S OFFICE.
  2. SEE SHEET 2 FOR EASEMENT LINE ANNOTATION TABLES.

03-200-2023

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 12, 1999  
JOHN P. THOMPSON  
492220

RENEWS 06-30-2024

**JOHN THOMPSON & ASSOCIATES, INC.**  
P.O. BOX 683 BEND, OREGON 97709 (541)312-9421



**EXHIBIT "B" CENTRAL ELECTRIC COOPERATIVE  
POWER LINE EASEMENT NEGUS TRANSFER STATION  
LOCATED IN NW 1/4 SECTION 11 AND SW 1/4 SECTION 2  
TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M.  
DESCHUTES COUNTY, OREGON**

**SHEET 2 OF 2**

POWER LINE EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S87°21'21"E	754.86'
L2	S89°05'23"E	310.80'
L3	S88°59'51"E	370.89'
L4	S31°39'52"W	48.50'
L5	S23°32'40"W	36.20'
L6	S86°41'58"E	117.73'
L7	S77°42'21"E	112.14'
L8	N11°41'34"E	2.62'
L9	S78°18'26"E	16.88'
L10	S11°41'34"W	2.80'
L11	S77°42'21"E	14.73'
L12	S78°37'03"E	113.29'
L13	N09°26'18"E	61.30'
L14	N06°28'02"E	34.10'
L15	N83°06'56"W	3.47'
L16	N07°02'16"E	16.95'
L17	S83°06'56"E	3.34'
L18	N06°56'12"E	73.31'

POWER LINE EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L19	N00°21'30"E	55.21'
L20	S89°38'30"E	10.00'
L21	S00°21'30"W	55.78'
L22	S06°56'12"W	73.88'
L23	S83°06'56"E	1.26'
L24	S07°02'16"W	1.92'
L25	S78°43'46"E	45.65'
L26	S80°51'04"E	13.90'
L27	N08°14'39"E	2.21'
L28	S81°45'21"E	19.94'
L29	S08°14'39"W	16.60'
L30	N81°45'21"W	19.94'
L31	N08°14'39"E	4.39'
L32	N80°51'04"W	14.24'
L33	N78°43'46"W	45.09'
L34	S07°02'16"W	5.00'
L35	N83°06'56"W	1.13'
L36	S06°28'02"W	34.29'

POWER LINE EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L37	S09°26'18"W	71.91'
L38	N78°37'03"W	123.72'
L39	N77°42'21"W	14.70'
L40	S11°41'34"W	1.73'
L41	N78°18'26"W	16.88'
L42	N11°41'34"E	1.91'
L43	N77°42'21"W	111.46'
L44	N86°41'58"W	131.29'
L45	N23°32'40"E	51.26'
L46	N31°39'52"E	20.03'
L47	N88°59'51"W	347.39'
L48	N89°05'23"W	310.79'
L49	N00°54'37"E	20.00'

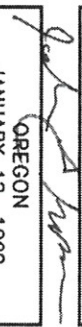
**NOTES**

1. BASIS OF BEARING IS THE CENTRAL OREGON COORDINATE SYSTEM PREPARED BY THE DESCHUTES COUNTY SURVEYOR'S OFFICE.

03-2022-23

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 12, 1999  
JOHN P. THOMPSON  
49220



RENEWES 06-30-2024

**JOHN THOMPSON & ASSOCIATES, INC.**  
P.O. BOX 683 BEND, OREGON 97709 (541)312-9421