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M-67-112  
EASEMENT

THIS INDENTURE, is made and entered into this 15th day of November, 1966, by and between WEYERHAEUSER COMPANY, a Washington corporation, herein called "Owner," and PACIFIC POWER & LIGHT COMPANY, a Maine corporation, with an office at Klamath Falls, Oregon, herein called "Pacific," WITNESSETH:

## I

Owner, for and in consideration of the sum of Three Hundred Fifty and no/100 Dollars (\$350.00), receipt of which is hereby acknowledged, and of the faithful performance and strict observance of the terms and conditions hereof, hereby grants to Pacific an easement for and the right to construct, operate, maintain and repair an electrical transmission line, hereinafter called the "Line," consisting of a line of poles with necessary guys and anchors, transmission wires, insulators and cross-arms placed thereon and other necessary and convenient appurtenances connected therewith, on a right of way not to exceed 15 feet in width over and across the NE $\frac{1}{4}$  of SW $\frac{1}{4}$  and the S $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 35, Township 33 South, Range 7 East of W. M., in Klamath County, Oregon, being 7 $\frac{1}{2}$  feet on each side of the center line described as follows:

Beginning at a point on the South line of said Section 35, which is 439.45 feet Easterly of the Southwest corner thereof; thence North 46° 53' East 1318.13 feet; thence North 60° 38' East 372.5 feet; thence North 61° 43' East 1217 feet, more or less, to a point on the East line of the NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 35, which is 1003 feet Southerly of the Northeast corner of said subdivision.

Subject as to said lands to the reservation of minerals as made in a Deed dated June 29, 1957, recorded in Volume 292 of Deeds, at page 599, Records of Klamath County, Oregon, Clerk's Receiving No. 20738.

## II

The terms and conditions hereof are as follows:

1. Owner, for itself, its successors, assigns and permittees, reserves the right to cross and recross the lands occupied by the Line

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on grade or otherwise, by any means, for any purpose.

2. Pacific shall at all times have ingress to and egress from the Line for the purpose of operating, maintaining, repairing and patrolling the same and shall have the right at any time to remove its wires and appurtenances from said lands.

3. Pacific may cut, limb or top such trees, on said rights of way which interfere with or, in the opinion of Pacific, reasonably constitute a danger or menace to said Line, it being understood between the parties that Pacific shall acquire title to all of the timber standing on said right of way on the date hereof; provided, that Pacific shall clean up and burn or otherwise dispose of all slashings and debris created by it on said lands as soon as may be practicable, in such manner and at such times as are provided by law and approved by Owner.

4. Owner has made no representation as to the present or future condition of its property, or the character of its operations thereon, or of the traffic on any of its roads, and Pacific assumes all risks of damage to property of Pacific in connection with the exercise of rights hereunder.

5. Pacific shall be liable and hereby covenants to pay for all loss or damage to or destruction of Owner's property which is caused by or results from any act or omission to act of Pacific in the operation, maintenance or repair of the Line.

6. Pacific hereby covenants and agrees to protect, indemnify and hold harmless Owner from all damage, claims, costs and liabilities which may in anywise come against Owner by reason of injury to persons or damage to property of third persons caused by or resulting from the operation, maintenance or repair of the Line.

7. Pacific agrees to pay all taxes and assessments of every kind which may hereafter be levied or become a lien against Owner's said land based on any valuation of the Line.

8. The easement and rights hereby granted shall continue and be in force for such time as Pacific shall maintain and use the Line;

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provided, however, that upon Pacific's abandonment of the Line, or any portion thereof, all rights and interests whatsoever of Pacific with respect to such abandoned portion shall cease and terminate without notice and shall revert to the Owner of said lands, but Pacific shall, nevertheless, remain liable for all claims and damages arising hereunder.

9. This indenture and all of the rights and obligations hereunder shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, as of the day and year first above written.

WEYERHAEUSER COMPANY

By: H. E. Morgan, Jr.  
Vice President

Attest: Mary B. Mosier  
Assistant Secretary

PACIFIC POWER & LIGHT COMPANY

By: John W. Lanning  
Title: Vice President

Attest: M. E. Thompson  
Title: Assistant Secretary

STATE OF WASHINGTON }  
COUNTY OF PIERCE } ss.

On this 18<sup>th</sup> day of November, 1966, before me personally appeared H. E. MORGAN, JR. and MARY B. MOSIER, to me known to be the Vice President and Assistant Secretary, respectively, of Weyerhaeuser Company, the corporation that executed the within and foregoing instrument, and

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acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Edward H. Matheson  
Notary Public in and for the State of  
Washington, residing at Tacoma.

My commission expires: April 16, 1968.

STATE OF OREGON }  
COUNTY OF MULTNOMAH } ss.

September 1 A.D., 196<sup>7</sup>8

Personally appeared before me John Y. Lansing  
and M. E. Thompson who being duly sworn did say,  
that they are the Vice President and Assistant  
Secretary, respectively, of Pacific Power & Light  
Company, and that the seal affixed is the corporate seal of said corpo-  
ration, and that said instrument was signed and sealed on behalf of said  
corporation by authority of its Board of Directors, and that they  
acknowledged said instrument to be its free and voluntary act and deed.

Before me:

David G. Lamm  
Notary Public in and for the State of  
Oregon, residing at Portland, Oregon

My commission expires: July 12, 1969

STATE OF OREGON; COUNTY OF CLATSOP; ss.

Filed for record at request of Pacific Power and Light  
this 27 day of September 67 at 4:01 P.M. and  
duly recorded in Vol. M-67-1 of Deeds on Page 6965

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Fee 6.00

DOROTHY ROGERS, County Clerk

David G. Lamm