

58371

Vol. 11-71 Page 11946

File 650-874

31-12-935-250

DISTRIBUTION LINE AND ACCESS ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That INTERNATIONAL PAPER COMPANY, a New York corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar (\$1.00) in hand paid by PACIFIC POWER & LIGHT COMPANY, a Maine corporation, hereinafter referred to as "Grantee", receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Pacific Power & Light Company a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate and patrol one electric power distribution line, including the right to erect such poles, distribution structures, wires, cables and appurtenances as are necessary thereto, in, over, upon and across the following described parcels of land situate in the County of Siskiyou, State of California, to-wit:

A strip of land lying in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28; the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28; the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 28; the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 33, all in Township 44 North, Range 3 West, M.D.M.

A strip of land lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4; the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 9, all in Township 43 North, Range 3 West, M.D.M.

The above strip of land being more particularly described as a strip of land twenty (20) feet in width, being ten (10) feet on each side of the following described centerline:

Commencing in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28; 740 feet more or less from the apparent quarter line in a northeasterly direction to Station 0+00 the true point of beginning of this description. Hence extending south 23°50'W to Station 7+40 a point on the apparent quarter line in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28; continuing south 23°50'W to Station 33+40 a point in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28; continuing south 22°50'W to Station 36+10 a point on the apparent section line of Sections 28 and 33. Continuing south 22°50'W to Station 41+40 a point in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33; continuing south 19°39'W to Station 45+40; continuing south 11°50'W to Station 49+40; continuing south 7°40'W to Station 53+40; continuing south 3°35'W to

584

FORM No. 887—Oregon Trust Deed

KNOW ALL MEN

certain trust deed dated

FORM No. 887—MORTGAGE

58371

KNOW ALL MEN

Station
the E $\frac{1}{2}$ SW $\frac{1}{4}$
a point
section
being in
south 0°
98+29; c
to Stati
south 14
the SE $\frac{1}{4}$ N
a point
section
158+29 a
to Stati
Section
NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$
in Towns

This cen
Highway
the south

together with t

the same clear

fire hazards sh

In the e

which are outsi

centerline of t

shall pay to the

market value pr

danger trees al

and stumpage pr

prior to fellin

which event the

11947

Station 56+90; continuing south 0°51'W to Station 63+43; a point in the E½SW¼NW¼ of Section 33; continuing south 0°51'W to Station 89+89; a point in the W½SW¼ of Section 33. Station 89+89 being the apparent section line of Section 33. All of the above described strip of land being in Township 44N, Range 3W Siskiyou County, California. Continuing south 0°51'W from Station 89+89 into the W½NW¼ of Section 4 to Station 98+29; continuing south 0°54'E to Station 102+29; continuing south 7°39'E to Station 106+29; continuing south 13°24'E to Station 110+29; continuing south 14°59'30"E to Station 116+89; being the apparent quarter line in the SE¼NW¼ of Section 4; continuing south 14°59'30"E to Station 144+49; a point in the E½SW¼ of Section 4. Station 144+49 being the apparent section line of Sections 4 and 9, continuing south 14°59'30"E to Station 158+29 a point in the W½NE¼ of Section 9; continuing south 14°59'30"E to Station 171+89; being the apparent quarter line in the SW¼SW¼NE¼ of Section 9; continuing south 14°59'30"E to Station 173+29 a point in the NW¼NW¼SE¼ of Section 9. All of the above described strip of land being in Township 43 North, Range 3 West, M.D.N., Siskiyou County, California.

This centerline description parallels the east right of way line of U.S. Highway 97 from Station 0+00 to Station 173+29. Station 173+29 being the southerly terminus of this description.

together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures, and fire hazards provided, that fire hazards shall not be interpreted to include any growing crops.

In the event that it becomes necessary for Grantee to fell danger trees which are outside of right of way and which might fall within 25 feet of the centerline of the easement heretofore described, then and in such event, Grantee shall pay to the owner thereof at the date of cutting such danger trees the market value prevailing at the date of cutting. Prior to the cutting of any danger trees along the right of way, Grantor and Grantee will agree on scale and stumpage price and Grantor shall either be paid for the trees to be cut prior to felling by Contractors of Grantee, or Grantor will reserve the logs, in which event they will be bucked into lengths designated by Grantor and the logs shall be cold decked along the right of way at a point accessible to the right of way access road, all without expense to Grantor.

58432

FORM No. 887-01

KNOW

certain trust de

FO

FORM No. 887-01

KNOW ALL M
TOWNERS

Grantor re

1. The ri

all purposes not

right to cross the

customary in trans

2. The right

operations (includi

of the surface for

exercise of such res

structed on said land

of the distribution

successors and assign

reserves the right to

adjacent timber or oth

3. The right to

its contractors during

fire hazards exist. Gr

Grantor's or third party

of Grantee, its permitte

maintained by Grantee, an

successors and assigns, t

Grantee and its con

and results

11948

Grantor reserves to itself, its successors and assigns, the following:

1. The right to use said strip of land without payment of toll for all purposes not inconsistent with use of same by Grantee, and particularly the right to cross the same with railroads, truck roads and other ways and means customary in transporting forest products;

2. The right to use the surface of the strip of land for agricultural operations (including the growing of trees) which does not interfere with use of the surface for easement purposes by Grantee, provided, however, that in the exercise of such reserved rights no buildings or other structures will be constructed on said lands which will interfere with the operation and maintenance of the distribution line located thereon. Grantee shall notify Grantor, its successors and assigns, prior to engaging in brush control operations and Grantor reserves the right to prohibit the use of herbicides which might endanger adjacent timber or other crops;

3. The right to prohibit any work on the right of way by Grantee or its contractors during periods when, in the opinion of Grantor, extraordinary fire hazards exist. Grantee shall assume all liability for fire damage to Grantor's or third party lands, timber and property resulting from the operations of Grantee, its permittees or contractors or from any structures erected or maintained by Grantee, and shall indemnify and save harmless Grantor, its successors and assigns, therefrom.

Grantee and its contractors shall comply with all applicable laws, rules and regulations of governmental authority relating to logging operations, log hauling and transportation, snag falling, fire prevention, fire suppression and control and shall take every reasonable precaution to safeguard timber, immature forest lands and other property of Grantor from fire. Grantee shall be solely responsible for any slash created by its operations and shall promptly abate such hazard.

58432

FORM No. 887—Over

KNOW

certain trust de

FOI

FORM No. 887—MORTGAGE

KNOW ALL

lovenes

having received the

any railr

where the

to permit

thereafter

consent of

Grant

its contract

the right of

repair, maint

equipment.

The Gra

said roads and

and on said road

said right to be

the roads by Gra

The Grantor

roads, provided g

which may be kept

own lock thereon.

The Grantee,

Insurance and Public

Insurance. Public I

extend to cover the

easement

11949

If the Grantor, its successors and assigns should hereafter construct any railroads or truck roads across said right of way at a point or points where the power or distribution line clearance above the ground is sufficient to permit the construction of such railroads or truck roads, Grantee shall not thereafter lower such power or distribution lines without the prior written consent of the Grantor, its successors and assigns.

Grantor also hereby grants, bargains, sells and conveys unto Grantee, its contractors or permittees, a nonexclusive right of ingress and egress to the right of way over the existing access roads for the purpose of erection, repair, maintenance, or removal of the Grantee's electrical and distribution equipment.

The Grantor reserves the right of ingress and egress over and across said roads and the right, without payment of toll, to pass and repass along and on said roads insofar as the same extends across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the roads by Grantee, its employees, contractors, agents or assigns.

The Grantor reserves the right to erect or maintain fences across said roads, provided gates of not less than ten (10) feet in width are installed, which may be kept locked, provided Grantee is also permitted to install its own lock thereon.

The Grantee, and its contractors, shall carry Workmen's Compensation Insurance and Public and Automobile Liability Bodily Injury and Property Damage Insurance. Public Liability Bodily Injury and Property Damage Insurance shall extend to cover the liability assumed by the Grantee under the terms of this easement.

58432

FORM No. 887-018

KNOW

certain trust de

FOI

FORM No. 887-018

KNOW ALL

having received the

satisfac

All insur

give thirty

or modifica

insurance to

performance

Grantee

assigns, agen

suits, costs

of property of

Grantee

noxious weeds a

regulations.

In the eve

distribution line

easement shall ce

Grantor, its succe

releasing such eas

This grant is

11950

Said insurance shall be in the following amounts and with companies satisfactory to the Grantor:

Bodily Injury: \$100,000.00 for injury to any one person;
\$300,000.00 for any one occurrence; and

Property Damage: \$100,000.00 for any one occurrence.

All insurance policies shall bear an endorsement requiring the insurer to give thirty (30) days' prior written notice to Grantor prior to cancellation or modification of such policies. The Grantee shall submit certificates of insurance to the Grantor for approval before entering upon any activity or performance under the terms of this easement.

Grantee shall indemnify and save harmless Grantor, its successors and assigns, agents and servants, from and against any and all damages, claims, suits, costs and expenses by reason of injury or death of persons or damage of property other than those due to the negligence of Grantor.

Grantee shall, at its own expense, keep said easement free from all noxious weeds as required by any municipal, county, state or federal laws or regulations.

In the event that Grantee abandons the easement or fails to use it for distribution line purposes for a continuous period of two (2) years, the easement shall cease and Grantee shall execute, acknowledge and deliver to Grantor, its successors and assigns, a quitclaim deed in recordable form releasing such easement.

This grant is made subject to any easements, reservations or

58432

FORM No. 887—DREG

KNOW

certain trust de

FOJ

FORM No. 888—MORTG

KNOW AL

Leven

having received the

as a partial payment
wife and hus

restr

instrum

ATTEST:

Assist

STATE OF WASH

County of Cowl

On th
A. J. Sandoz, t
Division of Inte
within and foreg
free and volunt
therein mentione
instrument and th
corporation.

IN WITNE
official seal the

STATE OF

41954

58432

ATTEST:

Assistant Secretary

On this 5th day of November, 1971, before me personally appeared A. J. Sandoz, to me known to be the Manager of Woodlands of the Long-Bell Division of International Paper Company, the corporation that executed the within and foregoing instrument, and 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 he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Melvin R. Whitney
Notary Public in and for the State
of Washington, residing at Longview

Filed for record at request of Pacific Power & Light Co.

PR 9.00

WM. D. MILNE, County Clerk

3.

STATE OF OREGON

County of Klamath,
before me, the undersigned,
Loyal H. Loveness

Partial Release
MORTGAGE