

12630

RIGHT OF WAY EASEMENT

For value received, WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," grants to PACIFIC POWER & LIGHT COMPANY, its successors and assigns, herein called "Pacific," a nonexclusive easement for the purpose of installing, maintaining and removing an overhead electric transmission line, hereinafter referred to as the "Line," consisting of transmission poles, wires, guys, cable and appliances necessary or convenient in connection therewith upon, over and along a right of way ten (10) feet in width, together with such additional width necessary for guys and anchors, over and across a part of Government Lot 4 of Section 18, Township 39 South, Range 9 East, Willamette Meridian in Klamath County, Oregon, and located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record.

It is mutually understood and agreed that Weyerhaeuser has granted this easement and Pacific has accepted the same, subject to the following terms, conditions, covenants and agreements:

1. Weyerhaeuser, for itself, its successors, assigns and permittees, reserves the right to cross and recross the lands occupied by the Line on grade or otherwise by any means for any purpose, and further reserves the right to use said land for any purpose not inconsistent with the rights herein granted.

2. When installing, replacing, maintaining and removing the Line, Pacific shall:

(a) do so in such manner as not to interfere with or prevent operations on Weyerhaeuser's lands,

(b) notify Weyerhaeuser's Klamath Falls office and secure the consent and approval of Weyerhaeuser's Land Use Supervisor as to the time such work is to be conducted, and

(c) where mounted on poles, the Line shall be installed at a sufficient height to maintain a minimum clearance of thirty-five (35) feet between the Line and the ground surface at the lowest point of sag.

3. Pacific shall clean up or burn or otherwise dispose of all slashings and debris created by Pacific on Weyerhaeuser lands as soon as

SEND TO:
C. SCOTT
P. O. BOX 728
KLAMATH FALLS, OR 97601

may be practicable and in such manner and at such times as are provided by law and approved by Weyerhaeuser.

4. Pacific shall at all times have ingress to and egress from the Line over and across Weyerhaeuser's land for the purpose of exercising all of the rights herein granted.

5. Pacific expressly releases Weyerhaeuser from any and all claims for damage to the improvements installed by Pacific, pursuant to the rights granted herein, arising from any operation of Weyerhaeuser on its said lands; provided, however, that in the conduct of any such operation, Weyerhaeuser shall use reasonable care to avoid causing such damage, it being expressly understood that this provision does not release Weyerhaeuser from any claim for damages caused by its negligence. Weyerhaeuser does not assume any liability for damages or injuries caused by or resulting from acts or omissions by other than Weyerhaeuser's employees.

6. Pacific shall reimburse Weyerhaeuser for any increases in taxes or assessments of any kind levied against any Weyerhaeuser lands by reason of the Line or the use thereof or the easement herein granted.

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

8. Pacific hereby covenants and agrees to protect, indemnify and hold harmless Weyerhaeuser from all damages, claims costs and liabilities which may in any wise come against Weyerhaeuser by reason of injury to persons caused by or resulting from the construction, operation, maintenance or repair of the Line.

9. It is understood and agreed that if at any future time, the Line interferes with Weyerhaeuser's proper use of its land, that upon request by Weyerhaeuser, Pacific will, within ninety (90) days, change the location and installation of the Line, at its own expense and in such manner as to eliminate such interference.

10. The easement and rights hereby granted shall continue and be in force for such time as Pacific shall maintain and use the Line; provided, however, that when Pacific shall have ceased to use the Line for a period of two (2) years all rights and interest of Pacific hereunder 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, as of the 17th day of March, 1982.



WEYERHAEUSER COMPANY

By *[Signature]*
Forest Land Use Manager

Attest *[Signature]*
Assistant Secretary

PACIFIC POWER & LIGHT COMPANY

By *[Signature]*
Vice President

Attest *[Signature]*
Assistant Secretary

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 17th day of March, 1982, before me personally appeared D. W. Wilbur, to me personally known to be the Forest Land Use Manager of the corporation that executed the within and foregoing instrument; who, duly sworn, on oath did say that he is the Forest Land Use Manager of the corporation that executed the within foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

PP&LCO.
Control
<i>[Signature]</i>
es
GOT

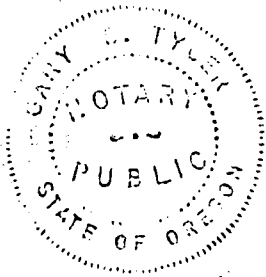
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

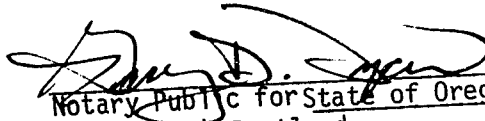
[Signature]
Notary Public for State of Washington
Residing at Federal Way

STATE OF OREGON }
COUNTY OF MULTNOMAH } ss.

On this 5TH day of APRIL, 1982, before me personally appeared JACK T. STILES AND DUNCAN M. FICKLIN, to me personally known to be ~~the~~ Vice President And Assistant Secretary of the corporation that executed the within and foregoing instrument; who, duly sworn, on oath did say that ~~XXXXXXXXXX~~ they are Vice President and Asst. Secretary of the corporation that executed the within foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

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




Notary Public for State of Oregon
Residing at Portland
My Commission Expires: August 14, 1982

05/0915/8/s1
3/15/82

