

RIGHT OF WAY EASEMENT

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For value received, WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," grants to PACIFIC POWER & LIGHT COMPANY a corporation, 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 fifteen (15) feet in width, being seven and one-half (7½) feet on each side of the centerline, together with such additional width necessary for guys and anchors, over and across a strip of land in the SW¼SE¼ of Section 12, Township 36 South, Range 12 East, W.M., in Klamath County, Oregon, located approximately as shown in red on the attached "Exhibit A."

Subject as to said lands to all matters of public record, to all unrecorded permits, licenses and agreements, and to all matters which a prudent inspection of the premises would disclose.

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 twenty-six (26) feet, at the lowest point of sag, between the Line and the ground surface and between the Line and the rails of existing railroad tracks.

Let. E. Bond
Box 728
AFC

2/5324/18/12
6/12/87

CPR-7-CE-398
PACIFIC POWER & LIGHT COMPANY
PORTLAND OFFICE

COPY

3. Pacific shall clean up or burn or otherwise dispose of all slashings and debris created by Pacific on Weyerhaeuser lands as soon as 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, when invoiced, for any 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 negligent 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 negligent construction, operation, maintenance or repair of the Line.
9. 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.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement,
in duplicate, as of the 12th day of June, 1987.



WEYERHAEUSER COMPANY

By: [Signature]
Forest Land Use Manager

Attest: [Signature]
Assistant Secretary

PACIFIC POWER & LIGHT COMPANY

By: [Signature]
Its: VICE-PRESIDENT

2/5324/18/12
6/12/87

EXAMINED & COMPARED
BY g/g DATE 6/23/87

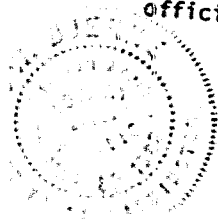
STATE OF WASHINGTON
COUNTY OF KING

G86-0744

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On this 12th day of June, 1987, before me
personally appeared Robert N. Mogensen and
D. W. Wilbur, to me known to be the Forest Land Use
Manager and Assistant Secretary, respectively, of WEYERHAEUSER 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 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.



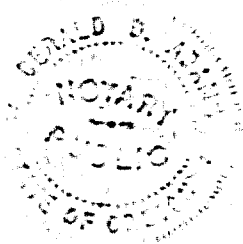
D. W. Wilbur
Notary Public in and for the State of
Washington, residing at Seattle

My Commission expires: March 20, 1988

STATE OF OREGON
COUNTY OF Multnomah } ss.

On this 29th day of June, 1987, before me
personally appeared M. Wayne Goin, to me known to be
the Vice President of PACIFIC POWER & LIGHT 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 they were authorized to execute said instrument.

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



Gerald D. Adams
Notary Public in and for the State of
Oregon, residing at Portland

My Commission expires: 7/7/87

EXHIBIT A

11706

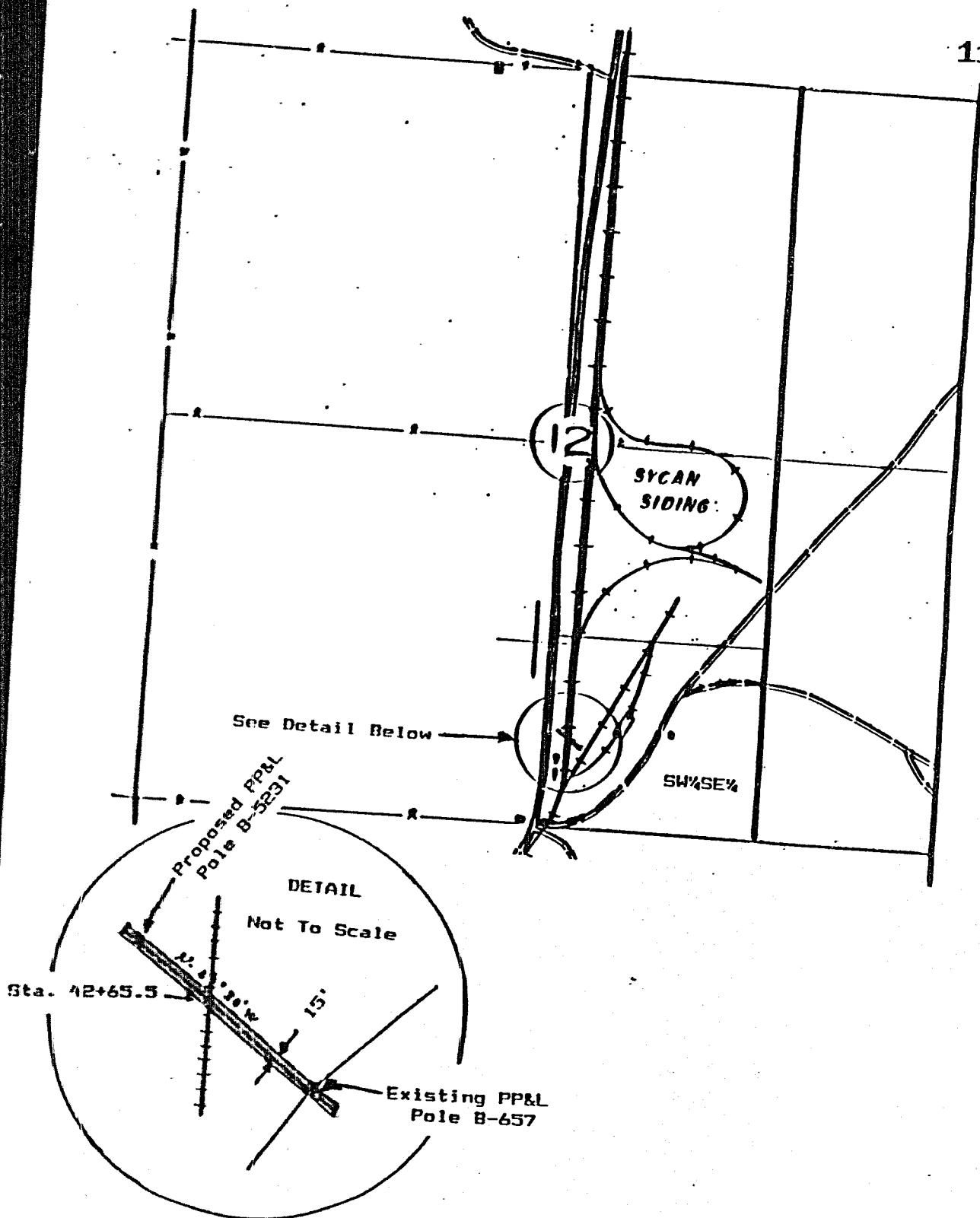


EXHIBIT A

Section 12, Township 36 South, Range 12 East, W.M.
Klamath County, Oregon

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Power & Light Company the 6th day
of July A.D. 19 87 at 9:49 o'clock A M., and duly recorded in Vol. M87
of Deeds on Page 11702.

FEE \$21.00

Evelyn Biehn, County Clerk
By [Signature]