

27614  
SEND TO:  
D. MORRISON  
P. O. BOX 728  
KLAMATH FALLS, OR 97601

G90-1634

RIGHT-OF-WAY EASEMENT  
(Overhead Transmission Line)

For value received, WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," grants to PACIFICORP, a corporation dba PACIFIC POWER & LIGHT COMPANY, a corporation, herein called "Grantee," 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 twenty (20) feet in width, being ten (10) 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 Fractional N $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 19, Township 35 South, Range 14 East, W.M., in Klamath County, Oregon, located approximately as shown 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 Grantee has accepted the same, subject to the following terms, conditions, covenants and agreements:

1. Weyerhaeuser 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, Grantee 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 Manager 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 eighteen (18) feet between the Line and the ground surface at the lowest point of sag.

3. Grantee shall clean up or burn or otherwise dispose of all slashings and debris created by Grantee 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. Grantee 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. Grantee expressly releases Weyerhaeuser from any and all claims for damage to the improvements installed by Grantee, 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. Grantee 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. Grantee 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 Grantee in the construction, operation, maintenance or repair of the Line.

8. Grantee 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 use of its land, upon request by Weyerhaeuser, Grantee 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. Any independent contractor or subcontractor engaged by Grantee to perform services relating to the rights held by Grantee shall, as between the parties hereto, be deemed to be the agent of Grantee.

11. 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.

12. The easement and rights hereby granted shall continue and be in force for such time as Grantee shall maintain and use the Line; provided, however, that when Grantee shall have ceased to use the Line for a period of two (2) years, all rights and interest of Grantee hereunder shall cease and terminate without notice and shall revert to the owner of said lands; but Grantee shall, nevertheless, remain liable for all claims and damages arising hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Easement, in duplicate, as of the 1st day of March, 1991.



WEYERHAEUSER COMPANY

By: [Signature]  
Forest Land Use Manager

Attest: [Signature]  
Assistant Secretary

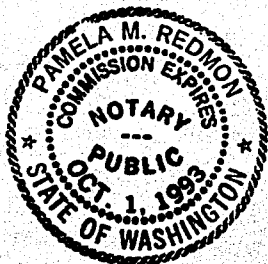
PACIFICORP dba PACIFIC POWER &  
LIGHT COMPANY

By: [Signature]  
Its: Vice President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 1st day of March, 1991, before me personally appeared D. W. Wilbur and Robert N. Mogensen 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.

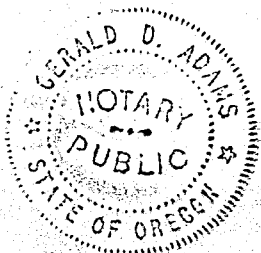


Pamela M. Redmon  
Notary Public in and for the State of  
Washington.  
My Appointment expires: October 1, 1993

STATE OF OREGON )  
COUNTY OF Multnomah ) ss.

On this 26<sup>th</sup> day of March, 1991, before me personally appeared Lee D. Weislogel, to me known to be the Vice President of PACIFICORP dba 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 he was 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  
My Appointment expires: 9/7/91  
Comm 1986

LOT 2

LOT 3

CW 1/16 Corner

SE 1/4 NW 1/4

NE 1/4 SW 1/4

Easement

455+00

450+00

Weyerhaeuser Co.

$\Delta = 28^{\circ} 13'$   
 $D = 40'$   
 $T = 36' 38"$   
 $L = 707.92$   
 $R = 1432.50$

Weyerhaeuser Co.

NE 1/4 SW 1/4, SEC 19, T 35 S, R 14 E

Overhead Power Line Easement to Pacificorp  
 Section 19, Township 35 South, Range 14 East, W.M.  
 Klamath County, Oregon

## EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of PP&L the 1st day  
 of April A.D. 19 91 at 2:14 o'clock P M., and duly recorded in Vol. M91  
 of Deeds on Page 5760

Evelyn Biehn • County Clerk

By Pauline Mulendore

FEE \$28.00