

Pacific Power & Light Company  
920 S.W. 6th Avenue  
Portland, Oregon 97204

Weyerhaeuser Company  
Road Use Easement  
Page 1 of 4

RETURN: Weyco.

P.O. Box 9

Klamath Falls, Or 97601

EASEMENT FOR USE OF EXISTING ROAD

**PACIFICORP**, an Oregon corporation, doing business as **PACIFIC POWER & LIGHT COMPANY** (Grantor) hereby grants to Weyerhaeuser Company, a Washington corporation, and its successors and agents (Grantee), a nonexclusive easement for use of an existing road over and across Grantor's real property located in Klamath County, Oregon, and described as follows:

A portion of the Southwest 1/4 of the Northeast 1/4 of Section 27, Township 39 South, Range 7 East, Willamette Meridian

and as more particularly described on Exhibit "A," attached hereto and incorporated by this reference.

1. The purpose of this easement is to provide Grantee and its employees with access through Grantor's property for the purposes of hauling forest products and other materials from lands owned by Grantee and to provide access to said lands for land management and administrative activities.
2. Grantor covenants on behalf of itself that it is the owner of marketable title of said real estate, and has full and good right to execute this easement.
3. This easement is subject to all existing rights of way and encumbrances of record.
4. Grantor hereby reserves the right to use the road for any and all purposes and to grant similar rights to others, so long as such use does not unreasonably interfere with Grantee's exercise of the rights granted herein.
5. Grantee assumes all risks in connection with Grantee's use of said road and Grantee specifically and expressly agrees to indemnify, defend, and hold harmless Grantor and its directors, members of Grantor's Utah Board, Pacific Board and Wyoming Board, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Grantee, its employees, agents, representatives or subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of Grantee's obligations under this easement.
6. Grantee shall be responsible for all repairs and maintenance of said road to the extent arising out of Grantee's use thereof. For the purposes of this easement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facility as nearly as possible in their present condition or as hereafter improved.
7. Should inordinate damage to the road occur, which is not caused by an authorized user of said road, Grantor and Grantee shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of the road.

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8. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver. Unless occasioned by an emergency, Grantee shall undertake no improvements, prior to requesting and receiving advance written approval of Grantor, having supplied Grantor with adequate designs of the planned improvement(s). In the event of an emergency, Grantee shall endeavor to inform Grantor of such emergency repair/rebuild prior to undertaking the repair/rebuild work, but at a minimum, Grantee shall inform Grantor in writing after such repairs/rebuilds have been completed.
9. Grantee shall provide for the rehabilitation, including but not limited to seeding and planting, of any disturbed areas on Grantor's lands, to Grantor's satisfaction, arising out of or in any way connected to Grantee's exercise of rights conveyed herein.
10. Grantee shall at all times keep the easement area free from waste materials or rubbish.
11. Grantor reserves the right at any time to use said road for any utility related purposes including, but not limited to, the construction, reconstruction, operation, enlargement, and maintenance of electric transmission, distribution, and communications lines (facilities) upon, over, across and under the road. Grantor also reserves the right to relocate or reconstruct the road, or portions thereof, as may be required in connection with the construction, expansion, operation or maintenance of its facilities.
12. Grantor reserves to itself all timber hereafter growing within the easement on Grantor's property and the right to remove said timber via the easement herein granted.
13. Grantor agrees to notify Grantee in writing of any change in condition of road, roadbed, design, and alignment from the date hereof, unless said work is occasioned by an emergency. In the event of an emergency, Grantor shall endeavor to inform Grantee of such emergency repair/rebuild prior to undertaking the repair/rebuild work, but at a minimum, Grantor shall inform Grantee in writing after such repairs/rebuilds have been completed.
14. All rights granted hereunder shall terminate if Grantee shall abandon use of said road for two (2) consecutive years, in which case, Grantee shall, upon written request, execute and deliver to Grantor, its successors or assigns, an appropriate instrument quitclaiming and surrendering all rights arising out of the within easement.
15. Grantee shall not assign this easement, or any part hereof, or any rights and responsibilities hereunder without the prior written consent of Grantor, and any attempted assignment shall be void.
16. This easement shall be binding upon and inure to the benefit of the parties hereto, their respective administrators and successors.

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DATED this 27<sup>th</sup> day of JUNE, 1995.

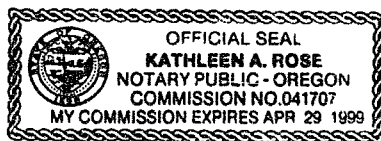
PACIFICORP, doing business as  
PACIFIC POWER & LIGHT COMPANY

By Thomas W. Forsgren  
Vice President

STATE OF OREGON                     )  
  ) ss.  
County of Multnomah             )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JUNE, 1995, by THOMAS W. FORSGREN, Vice President of PACIFICORP, an Oregon corporation, doing business as PACIFIC POWER & LIGHT COMPANY, on behalf of the corporation.

Kathleen A. Rose  
Notary Public for Oregon  
My commission expires: 4-29-99



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All terms and conditions of this agreement are acknowledged and accepted by the duly authorized officer or agent of the corporation conveyed the rights and responsibilities designated in this document.

EXECUTED this 11th day of July 1995, 1995.

ATTEST:

WEYERHAEUSER COMPANY

By Pamela M. Redmon  
Assistant Secretary

By D. W. Wilbur  
Officer or Agent  
Forest Land Use Manager

STATE OF WASHINGTON )  
 ) ss.  
County of KING )

On this day personally appeared before me D. W. Wilbur and Pamela M. Redmon, known to me (or proved to me on the basis of satisfactory evidence), to be (the authorized officer or agent) of the corporation that executed the within and foregoing instrument, and acknowledge said instrument to be the voluntary act and deed of said corporation, and on oath stated that (he/she/they) were authorized to execute said instrument of said corporation.

Given under my hand and official seal this 11th day of July 1995, 1995.

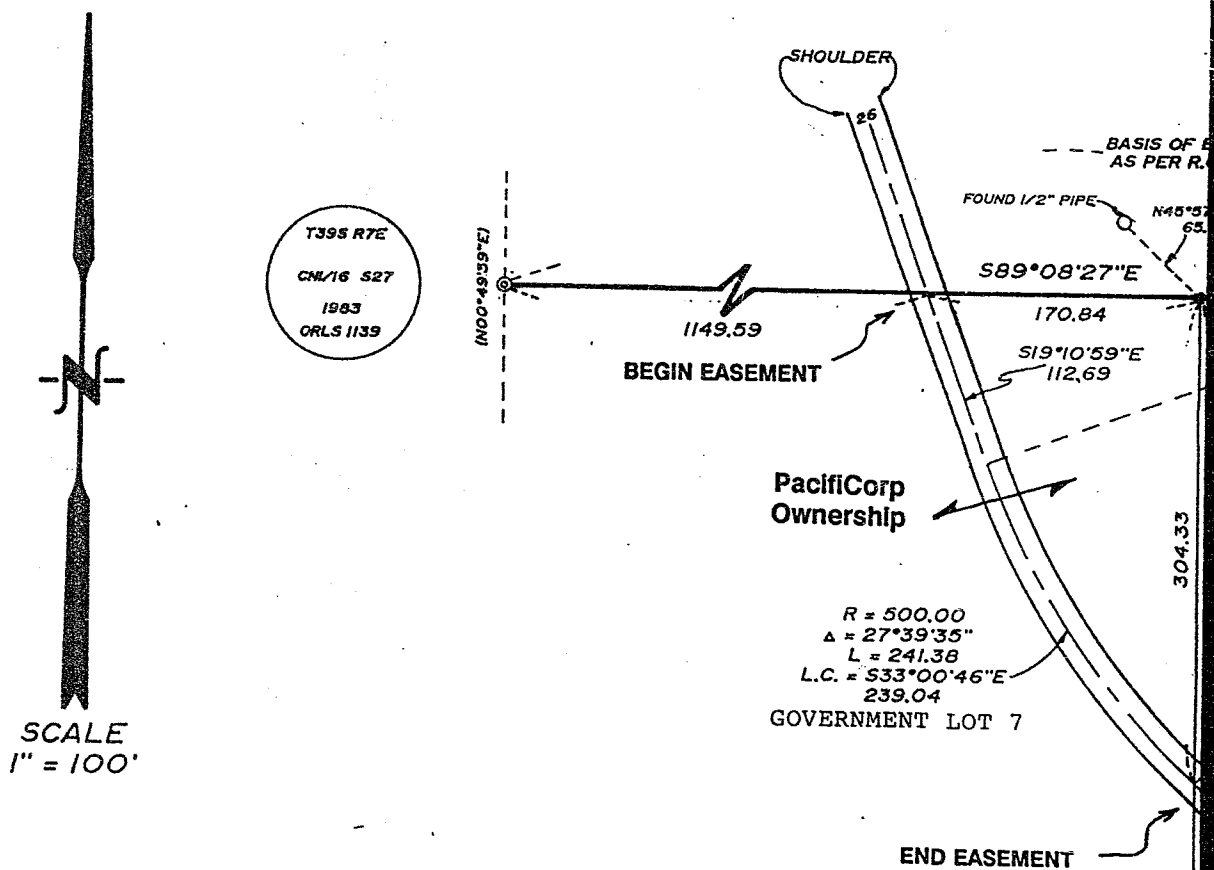
G.W. BJERKE  
STATE OF WASHINGTON  
NOTARY -- PUBLIC  
My Commission Expires 3-20-96

D. W. Wilbur  
Notary Public for WASHINGTON  
My commission expires: March 20, 1996

# MAP OF

SITUATED IN THE NE1/4  
KLAMATH CO

EXHIB



## LEGEND

- ⊙ FOUND 2" ALUMINUM CAP AS SHOWN
- SET. 5/8" x 30" IRON PIN WITH TRU-LINE SURVEYING PLASTIC CAP
- (XXX) RECORD BEARING AND/OR DISTANCE AS PER R.O.S. 3841

# SURVEY

SECTION 27, T39S, R7E,  
JNTY, OREGON

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Erwin R. Ritter*

OREGON  
JULY 10, 1984  
ERWIN R. RITTER  
658

EXPIRES 12/31/96

IT "A"

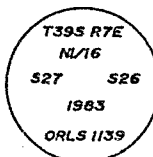
BEARINGS  
O.S. 3841

25°W  
74  
(2640.342)  
2640.86

NE1/16  
FOUND ROCK MOUND  
1.5 NORTH

1320.43

(N00°30'57"E)



## NARRATIVE

JOHN MONFORE OF WEYERHAEUSER CO. REQUESTED TRU-LINE SURVEYING TO ESTABLISH THE NE1/16 CORNER OF SECTION 27, T39S, R7EWM AND LOCATED THE WEYERHAEUSER CO. LOGGING ROAD THROUGH THE SW1/4 NE1/4 OF SAID SECTION 27.

THE FOUND MONUMENTS FROM R.O.S. 3841 WERE USED FOR CONTROL TO SET THE NE1/16 CORNER. THE DIRECTION OF THE EAST LINE OF SAID SW1/4 NE1/4 WAS ESTABLISHED AT A MEAN OF THE EAST AND WEST BOUNDARIES OF THE NE1/4 AS PER R.O.S. 3841.

## TRUSURVEYINGLINE

2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603

SURVEYED FOR	WEYERHAEUSER CO.	
SURVEYED BY	J.M.H. & C.B.E.	6/95
MAPPED BY	C.B.E.	6/95
CHECKED BY	E.R.R.	6/95

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Weyco the 1st day  
of Aug A.D., 19 95 at 1:11 o'clock P M., and duly recorded in Vol. M95,  
of Deeds on Page 20037.

FEE \$35.00

By Bernetha G. Letsch County Clerk