

RIGHT-OF-WAY EASEMENT
(Overhead Distribution Line)

For value received, WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," grants to PACIFICORP, an Oregon corporation, dba PACIFIC POWER & LIGHT COMPANY, 920 SW 6th Avenue, Portland, Oregon 97204, herein called "Grantee," a nonexclusive easement for the purpose of installing, maintaining and removing an overhead electric distribution line, hereinafter referred to as the "Line," consisting of power poles, wires, guy stubs and anchors, cable and appliances necessary or convenient in connection therewith, upon, over and along a right of way fifteen (15) feet in width, over and across portions of Weyerhaeuser's land situated in Klamath County, Oregon, described as follows:

The North 15 feet of the South 49 feet of the West 57 feet of the
SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 7, Township 38 South, Range 11 East, W.M.

Said easement and right of way is located as shown on the attached EXHIBIT A.

Subject as to said lands to all matters of public record; to all unrecorded licenses, permits, leases and third party mineral interests, if any affecting said lands; 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 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 thirty-two (32) feet between the Line and the ground surface at the lowest point of sag.

3. Grantee shall clean up 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. At the completion of the installation of the Line authorized under this Easement, the Grantee shall certify that the right of way is free of hazardous material introduced or brought to such property by Grantee or its contractors during or as a result of the construction authorized herein; provided, that Grantee assumes no liability for removal or disposal of hazardous material, if any, already in place on the right of way prior to initiation of construction and discovered excavated, disturbed, or relocated as a result of the construction authorized herein. It is understood and agreed that neither Weyerhaeuser nor Grantee is aware of, or anticipates the discovery of, any hazardous material on Weyerhaeuser land subject to this Easement. Soils excavated from Weyerhaeuser land, if any, for the construction herein shall remain on-site and be graded and smoothed by Grantee as appropriate.

Hazardous material means any substance which is or becomes defined as or included in the definition of "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic pollutant," "contaminant," or "pollutant" or words of similar import, under any Environmental Law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §9601 et seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.); the Clean Air Act, as amended (42 U.S.C. §7401 et seq.); the Safe Drinking Water Act (42 U.S.C. §3808 et seq.); the Oil Pollution Act of 1990 (33 U.S.C. §2701 et seq.); and their state and local counterparts.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 16th day of May, 1995.

PACIFICORP, dba PACIFIC POWER &
LIGHT COMPANY

WEYERHAEUSER COMPANY

By: James W. Ferguson
Title: Vice-President

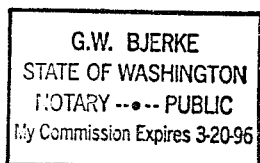
By: Daniel
Forest Land Use Manager

Attest: Vicki A. Mena
Assistant Secretary

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 16th day of May, 1995, before me personally appeared
D. W. Wilbur and Vicki A. Merrick 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.



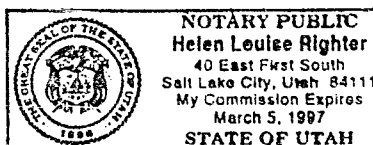
G.W. Bjerke
Notary Public in and for the State of
Washington.
My Appointment expires: March 20, 1996

STATE OF ~~OREGON~~ UTAH)
SALT LAKE) ss.
COUNTY OF ~~MULTNOMAH~~

On this 5th day of June, 1995, before me personally appeared
THOMAS W. FORSGREN, 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.

Helen Louise Righter
Notary Public in and for the State of
~~Oregon~~ Utah.
My Appointment expires: 3/5/97



EASEMENT

FOR

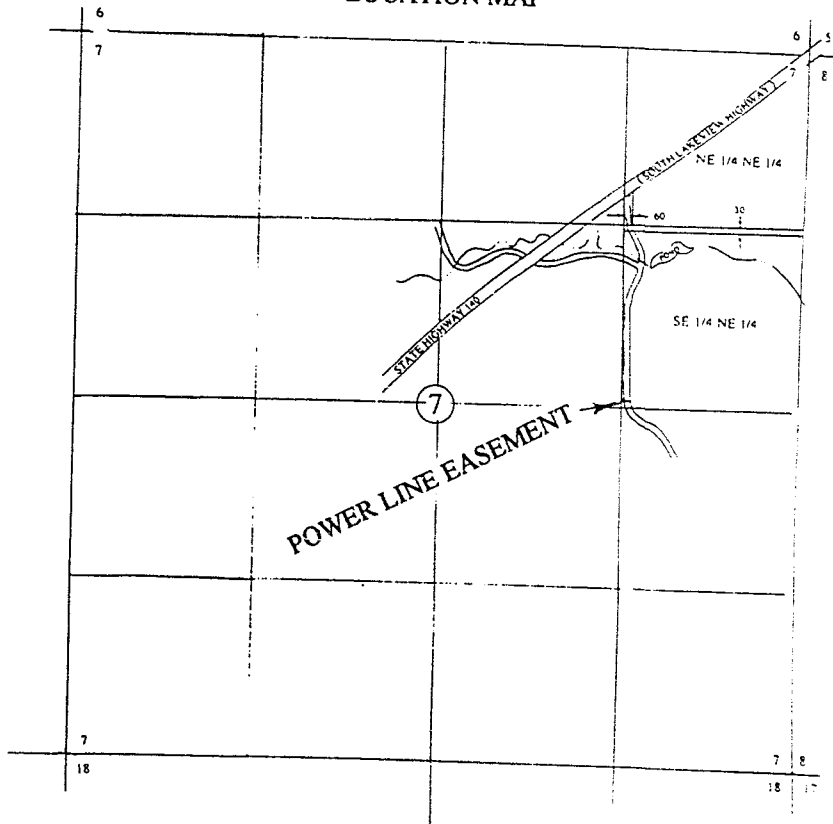
AN OVERHEAD DISTRIBUTION LINE FACILITY

WEYERHAEUSER COMPANY TO PACIFIC POWER & LIGHT COMPANY

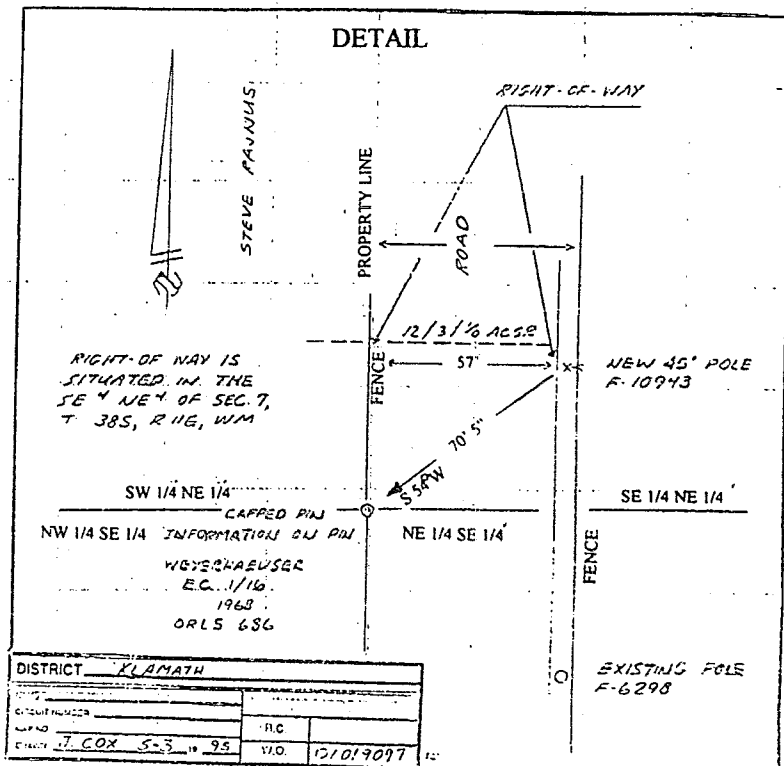
SECTION 7 TOWNSHIP 38 SOUTH, RANGE 11 EAST, W.M.

KLAMATH COUNTY, OREGON

LOCATION MAP



DETAIL



STATE OF OREGON,
County of Klamath

Filed for record at request of:

Pacific Power & Light Company
on this 17th day of August, A.D., 19 95
at 1:26 o'clock P. M. and duly recorded
in Vol. M95 of Deeds Page 21915.
Bernetha G. Letach County Clerk
By Cornette Mueller
Deputy.

Fee. \$30.00