

19514

Vol. 796 Page 16964

WHEN RECORDED, RETURN TO:

WEYERHAEUSER COMPANY

Attn: John Monfore

P.O. Box 9

Klamath Falls, OR 97601

RIGHT OF WAY EASEMENT

(Buried Gas Pipeline)

THIS EASEMENT is granted as of the 21st day of MAY, 1996, by WEYERHAEUSER COMPANY, a Washington corporation, herein called "Weyerhaeuser," to W P NATURAL GAS, an operating division of THE WASHINGTON WATER POWER COMPANY, a Washington corporation, herein called "Grantee," WITNESSETH:

I.

Weyerhaeuser, for and in consideration of the faithful observance and strict performance of the terms and conditions hereof, hereby grants to Grantee a right of way easement fifteen (15) feet in width for:

A. An existing natural gas pipeline, hereinafter referred to as "pipeline," upon, over, under and across portions of the following-described lands owned by Weyerhaeuser in Klamath County, Oregon:

Description	Sec - Twp - Rng, W.M.
Govt. Lot 1, NE¼SE¼, SW¼SE¼	13 39S 8E
Govt. Lots 2, 4, 5 and the NE¼SW¼	18 39S 9E

Said right of way being seven and one-half (7½) feet on either side of the pipeline right of way centerline having been located approximately by underground locator equipment as depicted on the map attached as Exhibit A.

All of the above-depicted right of way is for the sole purpose of reconstructing, using, maintaining, repairing and removing above ground appurtenances for a natural gas pipeline with necessary valves and other such appliances, fittings and devices for connecting to an underground natural gas pipeline and for providing constructive notice such pipeline exists.

B. A natural gas pipeline, also hereinafter referred to as "pipeline," upon, over, under and across a portion of Weyerhaeuser land in Klamath County, Oregon, more particularly described as follows:

Being all that portion of Govt. Lot 4 Section 18, Township 39 South, Range 9 East, W.M., contained within a strip of land fifteen (15) feet in width, being seven and one-half (7½) feet on each side of the following described center line.

Beginning at a point being 1,703 feet South and 1,659 feet East of the East Quarter corner of Section 13, Township 39 South, Range 8 East, W.M., Klamath County, Oregon; said point also being located on that certain existing fifteen (15) foot wide Right of Way as referenced hereinabove.

Thence North 08°35' West, 271 feet, more or less, to a point on the South boundary of the Mainline Valve Facility described in that certain Right of Way Easement recorded in Volume 95 at page 26798 of the official records of

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Klamath County, Oregon, and terminus of this center line description, being approximately South 81° West, a distance of 30' feet from the Southeast corner of said facility.

Shortening and lengthening of the exterior side lines of said strip of land to end at said Southerly boundary of the Mainline Valve Facility.

Said easement and right of way is located approximately as shown on the attached **Exhibit A**.

All of the above-described right of way is for the sole purpose of constructing, reconstructing, using, maintaining, repairing and removing above ground appurtenances for a natural gas pipeline with necessary valves and other such appliances, fittings and devices for connecting to an underground natural gas pipeline.

II.

This easement is granted subject to the following terms and conditions:

1. The rights of Grantee hereunder are subject to all matters of public record, to all leases, permits, licenses, easements, reservation, or any other rights, if any, affecting said lands, as recorded, whether temporary or perpetual, and to all matters which a prudent inspection of the premises would disclose. Weyerhaeuser makes no warranty with regard to condition of title or to the suitability of said lands for Grantee's intended use of same.
2. Weyerhaeuser shall not be liable for any claims, damages, fees, or penalties as a result of damage to the improvements installed by Grantee; providing, however, that Weyerhaeuser uses, at all times, reasonable care to avoid damage. In no event shall Weyerhaeuser be relieved of any liability arising out of its own negligence or willful misconduct. Weyerhaeuser does not assume any liability for damages or injuries caused by or resulting from acts or omissions by other than Weyerhaeuser employees, agents, or business invitees.
3. Grantee shall at all times have ingress to and egress from the pipeline over and across Weyerhaeuser's land for the purposes of exercising all of the rights herein granted.
4. The Grantee shall:
 - a. Construct and install, and at all times maintain the pipeline in accordance with the laws, rules and regulations of the United States of America and the State of Oregon, governing the construction of a natural gas pipeline. Excavations made on the right of way shall be promptly refilled by Grantee, the earth shall be well tamped, the ground shall be left in the same or similar condition as before construction, reconstruction or repair of the pipeline;
 - b. Without delay restore all roads and road drainage structures disturbed by the installation, replacement or removal of said pipeline to the extent necessary to maintain the original cross section of the road, shoulders and drainage to a like condition as before the pipeline was installed, replaced or removed. Grantee shall provide road restoration within a reasonable time frame, or as directed by

Weyerhaeuser, following such disturbance, and which shall include, but is not limited to, resurfacing, blading, shaping and compacting the road surface, shoulders and/or ditch line to provide a riding surface of said road upon which a truck may be safely driven at a speed designated by Weyerhaeuser's Land Use Manager at Klamath Falls, Oregon, or the Manager's designee;

c. Design, construct, reconstruct, operate, use and at all times maintain the pipeline crossing in accordance with the laws, rules, regulations and specifications of the United States Department of Transportation, or successor agency, governing the design, construction, operation, use and maintenance of the pipeline crossing railroad tracks;

d. Comply with the General Guidelines for marking the pipeline crossing as prescribed by the United States Department of Transportation, and with the prescribed requirements for permanently maintaining the location markers as established by said Department of Transportation, or successor agency; and

e. Install the pipeline so that the distance from the base of the rail to the top of the pipe at its closest point shall be not less than 6 feet, and other portions of the railroad right of way where pipe is not directly beneath any track, the depth from surface of right of way to top of the pipe shall be as follows:

<u>Distance from Centerline of Track</u>	<u>Depth</u>
0' - 10'	6'
10' - 25'	4'
Over 25'	3'

5. Grantee's use of any portion of Weyerhaeuser's existing road or railroad for the installation of said pipeline shall at all times be subordinate to the rights of Weyerhaeuser and not in any way interfere with or impair the use of the existing road, railroad or other facilities of Weyerhaeuser, or in any way interfere with, obstruct or endanger road or railroad use.

6. The pipeline, as described under I. B. herein, shall be buried at a minimum depth of thirty-six (36) inches and shall be marked by intervisible markers.

7. Weyerhaeuser reserves the right to use the lands occupied by the pipeline in a manner that will not unreasonably interfere with the rights granted Grantee hereunder, and further agrees not to grant any easement or easements on, under or over said right of way without written consent of Grantee.

8. Grantee may control on a continuing basis and by any prudent and reasonable means the establishment and growth of trees, brush or other vegetation which could, in the opinion of Grantee, reasonably constitute a danger or menace to the pipeline. Grantee shall clear and dispose of all slashings 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.

9. Grantee agrees to pay any damages which may arise to Weyerhaeuser's property from the construction, maintenance and operation of said pipeline.
10. Grantee expressly agrees to protect, indemnify and save harmless Weyerhaeuser from and against any and all claims and liability for damages to property and injuries, including death, to persons arising out of Grantee's exercise of the rights and privileges herein granted, and to handle all such claims, defend suits which may be brought against Weyerhaeuser therein, pay all judgments rendered against Weyerhaeuser therein, and reimburse Weyerhaeuser for any reasonable expenditure which Weyerhaeuser may make on account thereof. Grantee further agrees to pay for any and all damage to Weyerhaeuser's property which results from Grantee's activities hereunder.
11. Grantee shall pay all taxes and assessments of every kind which may hereafter be levied or become a lien against Weyerhaeuser's said land based on any assessment or valuation of Grantee's pipeline.
12. It is understood and agreed that if, at any future time, the pipeline unreasonably interferes with Weyerhaeuser's reasonable use of its land, upon request by Weyerhaeuser, Grantee will, within ninety (90) days, change the location and installation of the pipeline at its own expense and in such manner as to eliminate such interference.
13. 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.
14. In the event Grantee discontinues the use of and abandons said right of way or any part thereof for a period of five (5) years, said right of way or the part thereof not in use and abandoned shall revert to Weyerhaeuser, its successors or assigns, and Grantee shall have no further interest therein.
15. This Easement 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.
16. W P Natural Gas, an operating division of The Washington Water Power Company, a Washington corporation, hereby quitclaims and releases to Weyerhaeuser, all of its right, title or interest in and to that certain pipeline right of way as described in the Right of Way Easement granted to W P Natural Gas by Weyerhaeuser by document dated January 16, 1996 and recorded on March 25, 1996 in the Klamath County Oregon Deed Records on page 8185 of Volume M96.

IN WITNESS WHEREOF, Weyerhaeuser has executed and Grantee has accepted this Easement, as of the day and year first above written.

WEYERHAEUSER COMPANY

By: *John P. McMahon*
Title: Vice President

Attest: *Gamela M. Redmon*
Assistant Secretary

W P NATURAL GAS
AN OPERATING DIVISION OF
THE WASHINGTON WATER POWER COMPANY

By: *Scott M. ...*
Title: General Manager

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 21st day of May, 1996, before me personally appeared John P. McMahon and P.M. Redmon, to me known to be the Vice President 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.

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

Lisa M. Euron
Notary Public in and for the State of Washington.
My Appointment expires: 3/28/97



STATE OF WASHINGTON

COUNTY OF _____

) ss.

On this _____ day of _____, 1996, before me personally appeared _____ to me known to be the _____ of W P NATURAL GAS an operating division of THE WASHINGTON WATER POWER 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/she 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.

Notary Public in and for the State of Washington
My Appointment expires: _____

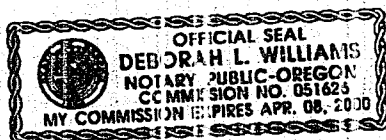
STATE OF OREGON

COUNTY OF JACKSON

) ss.)

On this 30th day of May, 1996, before me personally appeared Scott Morris, to me known to be the General Manager of WP NATURAL GAS, an operating division of THE WASHINGTON WATER POWER 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.

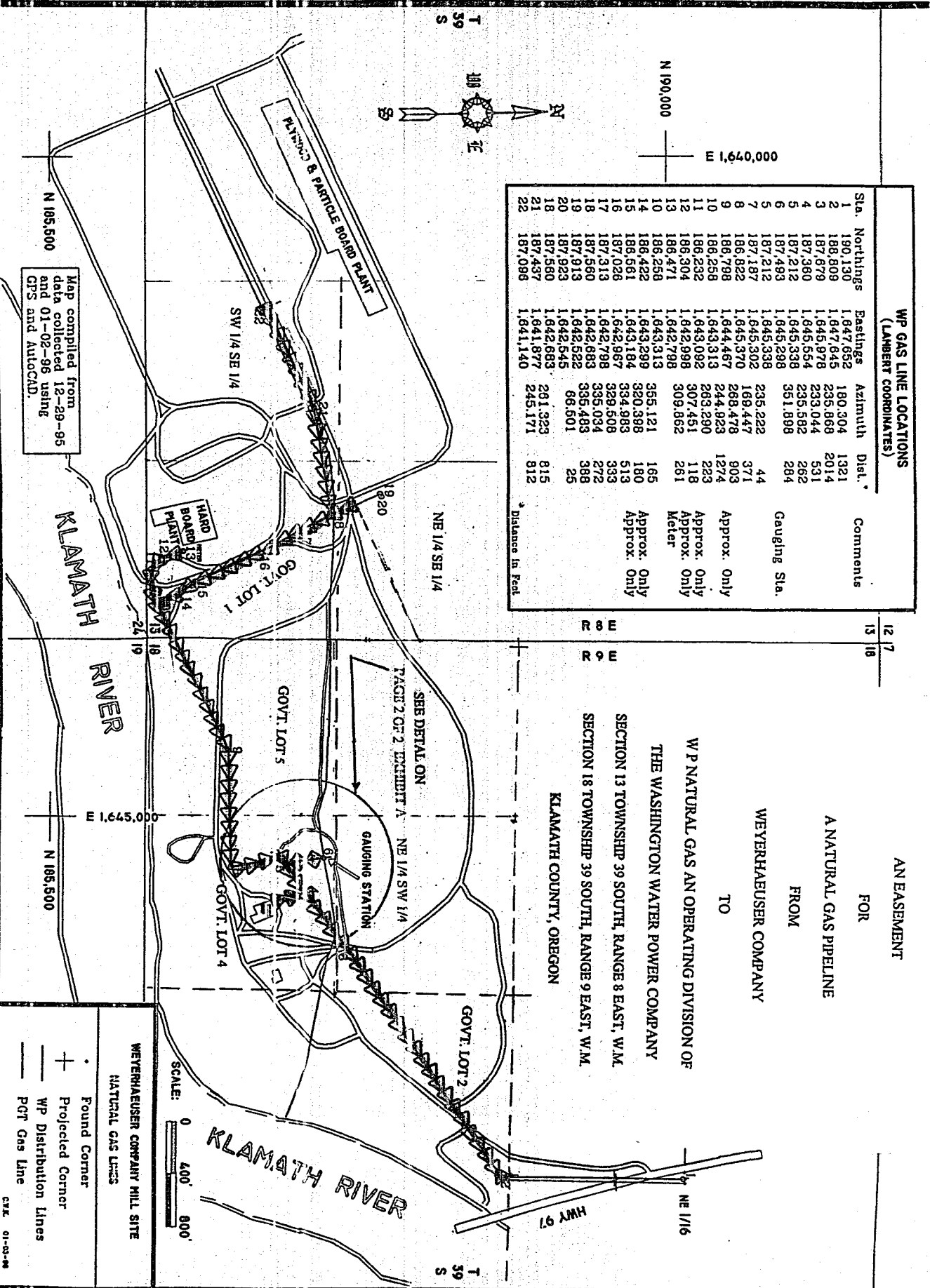
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Deborah L. Williams
Notary Public in and for the State of Oregon
My Commission Expires: April 8, 2000

WP GAS LINE LOCATIONS (LAMBERT COORDINATES)				
Sta.	Northings	Eastings	Azimuth	Dist. *
1	190,130	1,647,652	180.304	1321
2	188,809	1,647,645	235.863	2014
3	187,679	1,645,978	233.044	531
4	187,360	1,645,554	235.582	262
5	187,212	1,645,338	351.898	284
6	187,493	1,645,288		
7	187,212	1,645,338	235.222	44
8	187,187	1,645,302	169.447	371
9	186,822	1,645,370	268.478	903
10	186,798	1,644,467	1274	
11	186,258	1,643,313	244.823	1273
12	186,232	1,643,092	263.290	223
13	186,304	1,642,998	307.451	118
14	186,471	1,642,786	309.862	261
15	186,258	1,643,313	355.121	165
16	186,422	1,643,299	320.388	180
17	187,026	1,643,184	334.983	513
18	187,313	1,642,967	329.508	333
19	187,560	1,642,798	335.034	272
20	187,913	1,642,683	335.483	388
21	187,923	1,642,522	66.501	25
22	187,580	1,642,683	261.323	815
	187,437	1,641,877	245.171	812
	187,098	1,641,140		

* Distance in Feet



AN EASEMENT
FOR
A NATURAL GAS PIPELINE
FROM
WEYERHAEUSER COMPANY
TO
WP NATURAL GAS AN OPERATING DIVISION OF
THE WASHINGTON WATER POWER COMPANY
SECTION 13 TOWNSHIP 39 SOUTH, RANGE 8 EAST, W.M.
SECTION 18 TOWNSHIP 39 SOUTH, RANGE 9 EAST, W.M.
KLAMATH COUNTY, OREGON

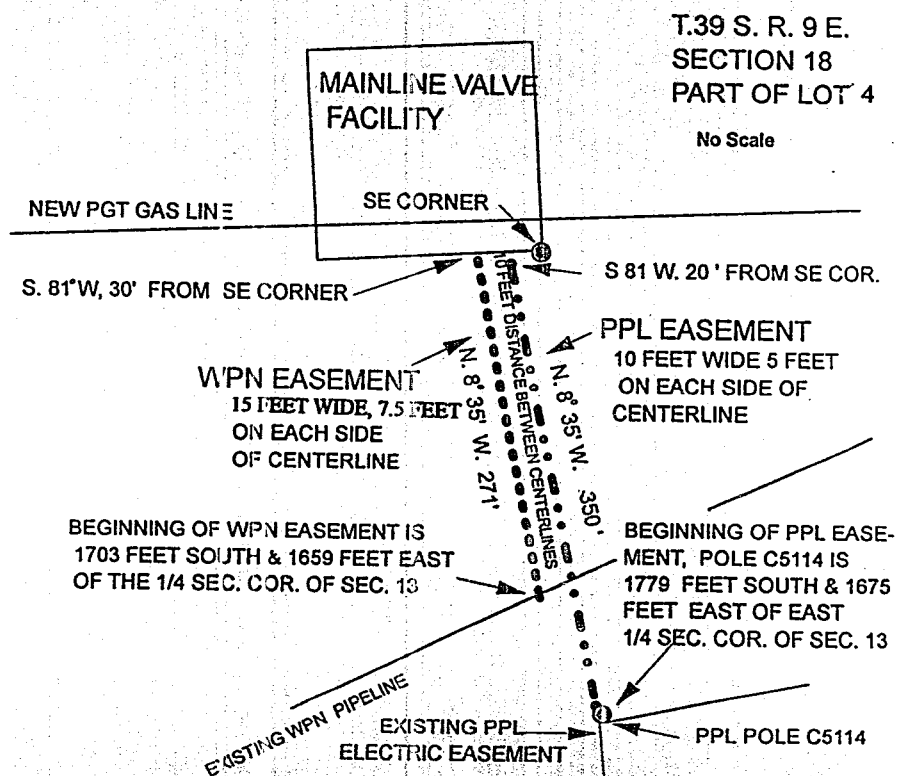
EASEMENT EXISTING PIPELINE
EASEMENT FOR NEW PIPELINE

AN EASEMENT
FOR
A NATURAL GAS PIPELINE
FROM
WEYERHAEUSER COMPANY
TO
W P NATURAL GAS AN OPERATING DIVISION OF
THE WASHINGTON WATER POWER COMPANY
SECTION 18 TOWNSHIP 39 SOUTH, RANGE 9 EAST, W.M.
KLAMATH COUNTY, WASHINGTON

DETAIL



EAST QUARTER SECTION
CORNER OF SEC. 13, T. 39 S., R. 8 E.



STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

W P Natural Gas

on this 10th day of June A.D., 19 96
at 1:05 o'clock P.M. and duly recorded
in Vol. M96 of Deeds Page 16964

Bernetha G. Latsch, County Clerk

By [Signature]

Deputy.

Fee, \$45.00/.50/cc

EXHIBIT A

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