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WHEN RECORDED
RETURN TO -
MIKE BSHAIN
PACIFIC POWER & LIGHT CO.
920 SW 6TH AVE
PORTLAND, OR 97204

Vol. 111 Page 19269

JUN 23 AM 104

EASEMENT
(Buried Cable)

THIS EASEMENT is granted as of the 12th day of June, 1997, by U.S. TIMBERLANDS KLAMATH FALLS, L.L.C., a Delaware limited liability company, herein called "U.S. Timberlands," to PACIFICORP, an Oregon corporation dba PACIFIC POWER, 920 SW 6th Avenue, Portland, Oregon 97204, herein called "Grantee," WITNESSETH:

I.

U.S. Timberlands, for and in consideration of Six Hundred Fifty Dollars (\$650.00) and the faithful observance and strict performance of the terms and conditions hereof, hereby grants to Grantee, its successors and assigns, a nonexclusive easement ten (10) feet in width for a buried electrical power line right of way together with the right to install, bury, maintain, remove, repair, replace and use a cable, referred to as the "line," over and across a portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, Township 40 South, Range 12 East, W.M., Klamath County, Oregon; said line being located approximately as shown on the attached Exhibit A.

Subject as to said lands to all matters of public record.

II.

It is mutually understood and agreed that U.S. Timberlands has granted this Easement and Grantee has accepted the same, subject to and upon the following reservations, terms, conditions, covenants and agreements:

1. U.S. Timberlands for itself, its successors, assigns and permittees, reserves the right to use the lands occupied by the Line in a manner that will not unreasonably interfere with the rights granted Grantee hereunder.

2. Grantee expressly releases U.S. Timberlands from any and all claims for damage to the improvements installed by Grantee pursuant to the rights granted herein arising from any operation of U.S. Timberlands on its said lands; provided, however, that in the conduct of any such operation, U.S. Timberlands shall use reasonable care to avoid causing such damage, it being expressly understood that this provision does not release U.S. Timberlands from any claim for damages caused by its negligence. U.S. Timberlands does not assume any liability for damages or injuries caused by or resulting from acts or omissions by other than U.S. Timberlands employees.

3. Grantee shall at all times have ingress to and egress from the Line over and across U.S. Timberlands' land for the purposes of exercising all of the rights herein granted.

4. Grantee shall construct and install, and at all times maintain the Line in accordance with the laws, rules and regulations of the United States of America and the State of Oregon, governing the construction of electrical power lines.

5. The Line shall be buried at a minimum depth of thirty (30) inches and shall be marked by intervisible markers.

6. 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 Line. Grantee shall clear up and burn or otherwise dispose of all slashings created by Grantee on U.S. Timberlands' lands as soon as may be practicable and in such manner and at such times as are provided by law and approved by U.S. Timberlands.

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7. Grantee shall be liable and hereby covenants to pay for all loss or damage to U.S. Timberlands' 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 U.S. Timberlands from all damages, claims, costs and liabilities which may in any wise come against U.S. Timberlands by reason of injury to persons or damage to property of third 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 U.S. Timberlands' use of its land, upon request by U.S. Timberlands, 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. 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 whenever Grantee shall have ceased to use the Line for a period of five (5) years, all rights and interests 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.

12. 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.

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

Accepted By:

PACIFICORP, dba
PACIFIC POWER

U.S. TIMBERLANDS KLAMATH
FALLS, L.L.C.

By:

Joseph P. Bedard

Title:

Asst. Vice Pres

By:

John J. Stephens

Title:

President

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

On this 12th day of June, 1997, before me personally appeared John J. Stephens, to me known to be the President, of **U.S. TIMBERLANDS KLAMATH FALLS, L.L.C.**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, 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.

Catherine Hagan

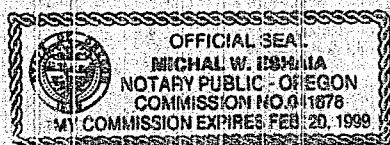
Notary Public in and for the State of Oregon

My Appointment Expires: 5-11-2000

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 2ND day of JUNE, 1997, before me personally appeared JOSEPH F. PEDRO, to me known to be the ASST. VICE PRESIDENT, of **PACIFICORP**, dba Pacific Power, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, 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.



Michael W. Ishma

Notary Public in and for the State of Oregon

My Appointment Expires: 2-20-99

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PERMIT

5/7/97

[illegible]

NW 1/4, Sec 1/4
SEC 28, T. 40S,
R. 12E. W.M.

U.S.
TIMBERLAND

PACIFIC POWER

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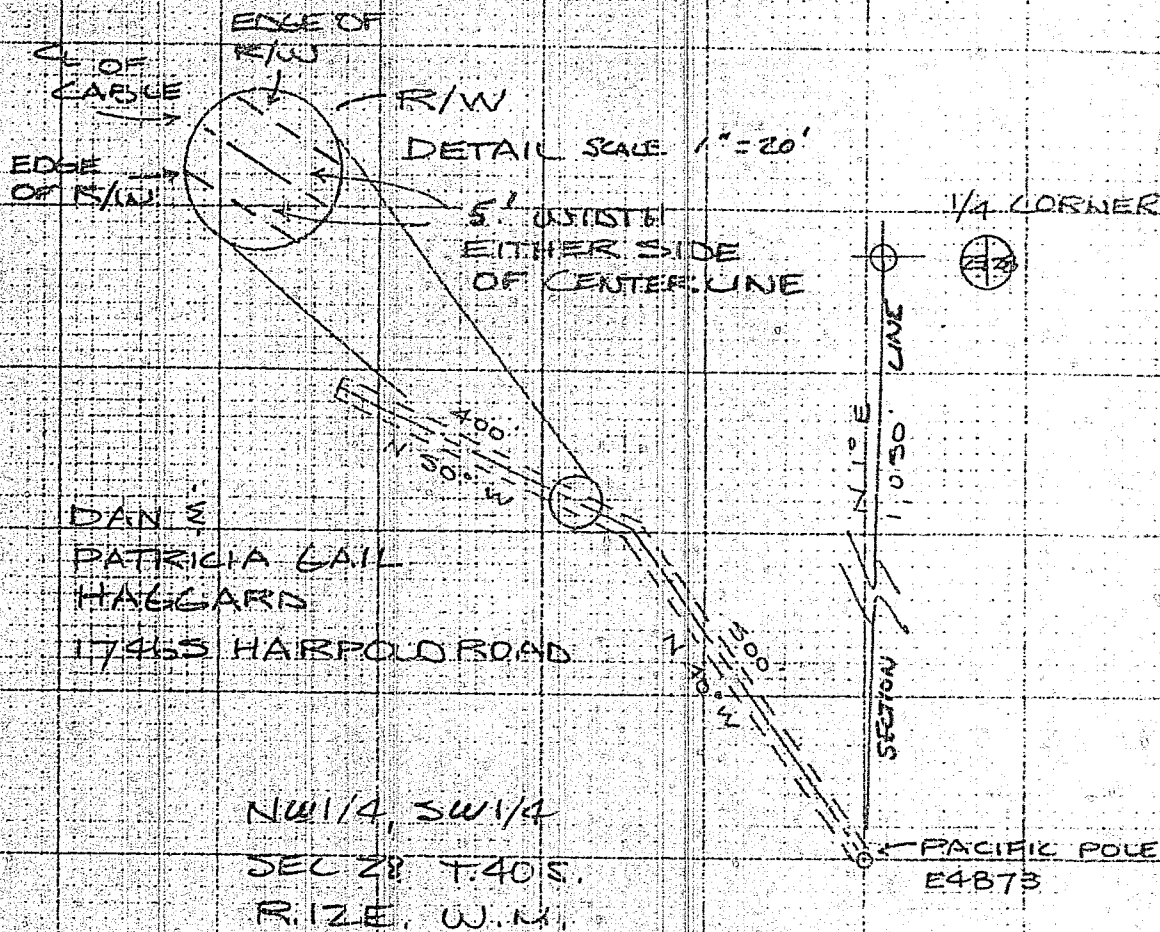
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SCALE

DISTRICT		ELLANATHA FALLS	
NAME		DAVID TARNER	
CIRCUIT NUMBER		5023	
MAP NO.		1256 E-23-57	
DRAWN		2/7 10 57	
		V.O. 41260	
		W.O. 013033	

FC 100:100 100

EXHIBIT A
8/7/97



DISTRICT - KLAMATH FALLS			
NAME - DAN & PATRICIA HAGGARD		NO 01200352	
CIRCUIT NUMBER - 5023		AC - 41360	
MAP NO. - 36E-127-9		W.M. - 01200352	

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Power the 23rd day of June A.D. 19 97 at 11:04 o'clock AM., and duly recorded in Vol. M97 of Needs on Page 19269.

FEE \$30.00

By Bernetha G. Letsch, County Clerk
Kathleen Ross