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After Recording Return to: Ed Rush PacifiCorp Right of Way Depart. 825 NE Multnomah, LCT 1000

Portland, Oregon 97232

CC: 10749 WO: 10017722 ROW File No: 20035032

Yamsay-Klamath Falls PL#068052

State of Oregon, County of Klamath Recorded 05/28/2004 9:00 m Vol M04 Pg 34/83-208 Linda Smith, County Clerk Fee \$ /4/6 # of Pgs 26

104 MAY 28 AM9:00

RIGHT-OF-WAY EASEMENT

For value received, Crown Pacific Limited Partnership, A Delaware Limited Partnership, ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), an easement for right-of-way 125 feet in width and 119,160 feet in length, more or less, for an existing electric transmission line of one or more wires, now located on the below described property. The exclusive purpose of this easement is for electric power transmission and distribution.

The within grant shall include: The right for the construction, reconstruction, operation, maintenance, repair, replacement and enlargement and removal of electric power transmission, distribution and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, cables and other conductors and conduits along the general course now located by Grantee, on, over or under the surface of the real property of the Grantor in Klamath County, State of Oregon, more particularly described as follows and as more particularly shown on Exhibits "A" attached hereto and by this reference made a part hereof:

Assessor's Map No.			Tax Parcel No.
T. 29S. R. 7E, WM	Sections:	12, 13, 24, 25, 36	1100
T. 30S. R. 7E, WM	Sections:	1, 12, 13, 24, 25, 36	100
T. 31S. R. 7E, WM	Sections:	2, 11, 14, 23, 26, 35	100
T. 32S. R. 7E, WM	Sections:	2, 11, 14, 23, 26, 35	100

Together with the right of access to the right-of-way from adjacent lands of Grantor for all activities, on existing Grantor owned roads, in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agriculture crops), on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right-of-way may be used by Grantor for roads, agriculture crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted. Grantee shall pay to Grantor reasonable compensation for any damage caused by Grantee to any property or crops on the above-described real property arising out of the use thereof by Grantee.

Grantee, during the life of this easement, shall provide evidence of and shall maintain general comprehensive liability insurance of at least \$1,000,000.00 per occurrence and an umbrella policy of no less than \$5,000,000.00, naming the Grantor as an additional

insured. Grantee shall deliver a certificate of insurance evidencing such coverage to Grantor annually.

Merchantable timber cut by Grantee shall remain the property of Grantor. Grantee shall notify Grantor within ten (10) days after merchantable timber has been cut by Grantee. Merchantable timber is any tree that will measure 16.6 feet in length with a dib (diameter inside bark on the small end) top of 4 inches.

All such rights hereunder shall cease if and when such electric transmission line shall have been abandoned or removed.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors, and assigns.

EXECUTED this 21st day of May 2004.

Crown Pacific Limited Partnership

Herb H. Nash

Oregon Land and Timber Manager

REPRESENTATIVE ACKNOWLEDGEMENT

SS.

This instrument was acknowledged before me on this 2/5th day of May

Hule D.

OFFICIAL SEAL BARBARA J. SULLIVAN **NOTARY PUBLIC-OREGON** COMMISSION NO. 352325 MY COMMISSION EXPIRES DEC. 2, 2005

My commission expires: __















































