

GRANT OF EASEMENT

For and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, BROOKS-SCANLON, INC., a corporation, hereinafter referred to as "Grantor", hereby grants to PACIFIC POWER AND LIGHT COMPANY, a corporation, its successors and assigns, the "Grantee", an easement or right-of-way for an electric transmission and distribution line of one or more wires and all necessary appurtenances (including poles, guys, anchors and other supports) over, across and upon the following described real property in Deschutes County, State of Oregon to-wit:

Southwest Quarter of the Southeast Quarter (SW⁴SE⁴), Southeast Quarter of the Southwest Quarter (SE⁴SW⁴), Section 6, Northeast Quarter of the Northwest Quarter (NE⁴NW⁴), Southeast Quarter of the Northwest Quarter (SE⁴NW⁴), Southwest Quarter of the Northwest Quarter (SW⁴NW⁴), Section 7, all in Township 18 South, Range 12 East Willamette Meridian;

The South Half (S²) of Section 12, Northwest Quarter of the Northwest Quarter (NW⁴NW⁴), Section 13, all in Township 18 South, Range 11 East Willamette Meridian.

The boundaries of said right-of-way being more particularly described as follows:

A strip of land five (5) feet in width on each side of a center line beginning at a point in the right-of-way of the easement granted by Brooks-Scanlon, Inc. to Pacific Power and Light Company on the 5th day of April 1965, over parts of Sections 5 and 6, Township 18 South, Range 12 East Willamette Meridian, said point being 670 feet north and 672 feet east of the south quarter corner of Section 6, Township 18 South, Range 12 East W.M.; thence south 80° west a distance of 587 feet to a point outside the road prism of the existing truck road as constructed; thence southerly and westerly following a line not less than 10 feet outside the road prism of the existing truck road as constructed to the west boundary of the Southeast Quarter of the Northwest Quarter (SE⁴NW⁴) of Section 7, Township 18 South, Range 12 E.W.M.; thence southerly and westerly along a line not less than 10 feet outside the road prism of the truck road as constructed nor more than 45 feet distance from the center line of said truck road to the intersection of the said truck road with the west section line of Section 13, Township 18 South, Range 11 E.W.M., together with the right of ingress and egress over the adjacent lands of Grantor for the purpose of constructing, reconstructing, maintaining and removing such line and appurtenances, and exercising the rights hereby granted, subject to the conditions as set forth below:

1. All crossings over roads or structures now existing or to be built in the future shall be at least 40 feet above the ground elevation of such roads or structures.
2. The location of all guy line anchors shall be at least 5 feet outside the outer limits of any roadway now existing or to be built in the future.
3. Grantor reserves to itself, its successors and assigns the right to cross and recross the right-of-way at any place for any purpose whatever.
4. Grantee shall, during the periods of construction, use and occupancy of said premises, take all normal and reasonable precautions to prevent loss and damage to the interest of Grantor.
5. This easement is granted subject to all existing rights, easements, and rights-of-way, recorded or otherwise.

6. Width of right-of-way not to exceed 10 feet.
7. Grantee shall indemnify and save Grantor harmless from and against any and all loss, cost, damage or expense, for injury to persons or damage to property, based upon or arising out of the construction, operation or maintenance of said line, the cutting, clearing, removal of danger trees or disposal of brush and debris, the use or maintenance of roads by Grantee, its employees or agents, or other activities of Grantee, its agents or employees, upon Grantor's said lands.
8. Grantee shall hold Grantor free and harmless from any claims by Grantee for damage or loss that may be caused by the pursuit of Grantor's normal tree growing, timber harvesting, slash disposal and forest fire control operations.
9. In the event of Grantee's wilful and flagrant non-compliance with the conditions set forth above, Grantor reserves the right to terminate and cancel said easement by giving written notice to that effect and in that event all rights and privileges granted thereunder shall terminate as if said easement had not been granted.
10. In the event that Grantee abandons use of the easement for the purpose granted for a period of two years, Grantor may terminate this easement and all rights and privileges granted herein shall terminate.
11. Unless terminated and cancelled by Grantor as provided herein, the rights, privileges and authority herein granted shall continue as long as used for the purpose granted.

IN WITNESS WHEREOF, the Grantor has caused the aforesaid to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 4th day of October, 1968.

BROOKS-SCHNITZER, INC.

By: Michael P. Hollern
Michael P. Hollern
Vice President & General Manager

By: Richard E. Gervais
Richard E. Gervais
Assistant Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

On this day personally appeared before me Michael P. Hollern and Richard E. Gervais, to me know to be the Vics President and General Manager and Assistant Secretary, respectively, of the corporation that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same as its free and voluntary act and deed, for the uses and purposes therein mentioned, and that they were authorized to execute said instrument on behalf of the corporation by authority of its Board of Directors, and that the seal affixed is the corporate seal of said corporation.

Dated this 4 day of October, 1968.

Virgil P. Thacker
Notary Public in and for the State of
Oregon, residing at Bend, Oregon.

My commission expires My Commission Expires May 6, 1972