

RIGHT OF WAY EASEMENT

PACIFICORP, doing business as PACIFIC POWER & LIGHT COMPANY, a Maine corporation, hereinafter called "Grantor," for and in consideration of Two Hundred Dollars (\$200.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants to JOHN R. SIDERS and MARGARET SIDERS, hereinafter called "Grantee," a nonexclusive easement and right of way to construct, operate and maintain a roadway twenty (20) feet in width, over and across Grantor's real property located in the Northeast Quarter of Section 3, Township 3 North, Range 10 East, W.M., Skamania County, Washington, being more particularly described as follows:

A strip of land twenty (20) feet in width, being ten (10) feet on each side of the following described centerline:

Commencing at a point which lies North 89° 54' 53" East a distance of 27.83 feet from the southwest corner of Tax Lot 102, said Section 3, in the Records of Skamania County, Washington;

thence South 10° 15' 57" West 43.06 feet;  
 thence South 12° 15' 21" West 104.63 feet;  
 thence South 8° 00' 24" West 86.17 feet;  
 thence South 31° 12' 04" West 37.61 feet;  
 thence South 10° 00' 34" East 51.11 feet;  
 thence South 13° 26' 42" East 59.27 feet;  
 thence South 17° 09' 06" West 98.43 feet;  
 thence South 18° 16' 00" West 76.70 feet;  
 thence South 0° 55' 54" East 38.76 feet;  
 thence South 18° 02' 23" East 45.28 feet;  
 thence South 63° 33' 17" East 37.77 feet;  
 thence North 73° 57' 12" East 47.41 feet;  
 thence North 63° 33' 39" East 50.64 feet;  
 thence North 66° 58' 21" East 42.72 feet to a point on the centerline of Lakeview County Road.



SUBJECT, HOWEVER, to the following terms and conditions:

1. Grantee shall comply with all applicable federal, state and local laws and regulations in connection with its exercise of the rights hereby granted.
2. The easement hereby granted is subject to all easements and encumbrances of record.
3. Grantee shall pay to Grantor reasonable compensation for the removal of merchantable timber from or any damage caused by Grantee, or its agents, to any property of Grantor on or in the vicinity of the above described real property, arising out of the construction, maintenance or existence of said roadway.

4. Grantee will indemnify and save harmless Grantor, its directors, officers and employees, against and from any and all suits, actions, claims and judgements based upon injury to or death of persons or damage to property, which may in any manner result from the Grantee's use of or occupancy of said premises.

5. Grantor shall have no obligation to maintain said roadway; but in the event Grantor or others to whom Grantor may grant use rights shall use said roadway for heavy hauling purposes, Grantor or such others, in any year in which Grantee expends funds to maintain said road, may respectively be required by Grantee to share in such maintenance expense in the proportion that Grantor's own use or the use by such others for such heavy hauling purposes bears to all use purposes.

6. Grantor reserves the right at any time to construct, reconstruct, operate and maintain electric transmission and distribution lines and communication lines upon, over, across and under the premises above described and the right to relocate or reconstruct said roadway, or portions thereof, as may be required in connection with the construction, reconstruction, operation or maintenance of its hydroelectric project and such transmission, distribution and communication lines.

7. The rights and obligations hereunder shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

DULY EXECUTED this 8<sup>th</sup> day of AUGUST, 1984.

PACIFICORP, doing business as  
PACIFIC POWER & LIGHT COMPANY

By *E. Z. Hedberg*  
Vice President

Attest: *C. J. Ferguson*  
Assistant Secretary

NOTARY  
STATE OF OREGON )  
County of Multnomah ) ss.

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of AUGUST, 1984, by E. Z. HEDBERG, Vice President of PACIFICORP, doing business as PACIFIC POWER & LIGHT COMPANY, a Maine corporation, on behalf of the corporation.

*Frederick J. Lord*  
Notary Public for Oregon  
My commission expires: 22 August 1984

(SEAL)