99976

BOOK B5 PAGE 75 NORTH WESTRAN LAXE KASS'ST, RESO, # 1351

EASEMENT

TON ANBUNY

PACIFICORP, a Maine corporation, doing business as PACIFIC POWER & LIGHT COMPANY, (Grantor), hereby grants to UNITED TELEPHONE COMPANY OF THE NORTHWEST, an Oregon corporation, and to its successors and assigns (Grantee), an easement and right of way to construct, operate and maintain overhead and underground communication facilities or system consisting of poles, anchors, guys, cables, wires, crossarms, and necessary fixtures and appurtenances in, over, under and upon the lands of Grantor, situated in the Northeast Quarter of the Southeast Quarter, Section 3, Township 3 North, Range 10 East, W.M. in the County of Skamania, State of Washington, and more particularly described in the Exhibit "A" attached hereto, and by this reference made a part hereof.

TOGETHER WITH the right to cut and trim such trees and shrubbery as may interfere with the construction, operation or maintenance of said communication facilities; and the right of ingress and egress as reasonably necessary over adjacent lands of Grantor for said purposes.

SUBJECT, HOWEVER, to the following conditions, to wit:

- 1. Grantee shall pay Grantor reasonable compensation for 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, operation, maintenance, removal or existence of said communication, facilities.
- 2. Grantee shall not relocate said communication facilities without prior written approval of Grantor.

SIN 35 CONTRACTOR

Registered S. C.

PD-13-WA-478

BOOK 85 PAGE 76

- 3. Grantee will indemnify and save harmless Grantor, its directors, officers and employees, against and from any and all suits, actions, claims and judgments based upon injury to or death of persons or damage to property, which in any manner may result from Grantee's use of or activities upon said lands.
- 4. All rights granted herein shall be subject to the superior right of Grantor.
- All said communication facilities shall remain the property of Grantee, removable at the option of Grantee,
- Grantee shall not cut merchantable timber, except in emergencies, without the prior written consent of Grantor, and shall pay to Grantor the stumpage value of all such timber when cut.
- All such rights hereunder shall cease if and when such communication facilities have been abandoned,

DATED	this	12th	day of	August	, 1985,
	1				

PACIFICORP, doing business as PACIFIC POWER & LIGHT COMPANY

BOOK 35 PAGE 17

STATE OF OREGON County of Multnomah)

The foregoing instrument was acknowledged before me this 12th day of August 1985, by Rodney H. Boucher, a Vice President of PACIFICORP, a Maine corporation, doing business as PACIFIC POWER & LIGHT COMPANY, on behalf of the corporation.

Notary Public for Oregon
My commission expires: 6-09-86

