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BOOK 101 PAGE 279

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FILED FOR RECORD  
SKAMANIA CO. WASH  
BY ~~PLUM CREEK~~  
~~TINUBER CO.~~

MAY 23 12 38 PM '86

Cl. J. New, Dep.

AUDITOR

GARY M. OLSON

ROAD EASEMENT

PACIFICORP, a Maine corporation, doing business as PACIFIC POWER & LIGHT COMPANY, hereinafter called "Grantor," for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, hereinafter called "Grantee," a nonexclusive easement and right of way for the construction, use and maintenance of a road, 60 feet in width, over and across Grantor's lands situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 25, Township 7 North, Range 5 East, W.M., Skamania County, Washington, as shown on the attached Exhibit A, and by this reference made a part hereof.

Said easement being for the purpose of accessing Grantee's lands and resources in Section 24, Township 7 North, Range 5 East, Willamette Meridian.

SUBJECT TO AND UPON the following terms and conditions:

1. Grantor reserves to itself the right to use Grantor's land upon which this easement is granted, including any road constructed thereon, in such a manner as not to unreasonably interfere with the use of said easement and road by the Grantee, or its authorized users, or cause substantial injury thereto.

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2. Grantor reserves unto itself all timber on said easement, provided that the Grantee shall have the right to cut such timber upon the easement to the extent necessary for construction or betterment of said road, which timber unless otherwise agreed, shall be cut into logs of standard lengths and decked along the easement for disposal by Grantor. Grantor further reserves the right to grow and harvest future forest crops on portions of the easement not actually used for road purposes.

3. Grantor reserves the right at any time to install, construct, reconstruct, use, operate and maintain electric transmission, distribution and communication lines, upon, over, across and under the road and easement above described and the right to relocate or reconstruct said road, or portions thereof, as may be required in connection with the construction, operation or maintenance of its transmission, distribution and communication lines.

4. Grantor reserves the right to install, maintain and use within, on, across and along said road and easement such underground pipelines, conduits and aqueducts for any and all purposes, as it shall from time to time deem necessary in the conduct of its business, but only in locations that will not unreasonably interfere with the use of said right of way for road purposes; PROVIDED that the Grantor will restore the road to its condition just prior to the installation and maintenance of the underground pipelines, conduits and aqueduct.

5. Grantee assumes all risk in connection with its use of the premises and shall indemnify and hold harmless Pacific, its directors,

officers, employees and lessees, against and from any and all claims, suits, costs, demands, damages, loss, liability or expense, including attorneys' fees, for injury to or death of any and all persons or damage to any and all property, including Pacific's property, caused by or in any way related to Grantee's use or occupancy of said premises.

6. Grantee shall require all contractors or permittees of Grantee, before using any portion of the herein described easement, to:

(a) Obtain and maintain in effect at all times of such use a general comprehensive public liability policy of insurance in a form generally accepted in the trade and customary in the area of said rights of way, insuring said contractor or permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be \$1,000,000 combined single limit for all requirements.

(b) Deliver to Pacific a certificate from the insurer of said contractor or permittee certifying that coverage is not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give each party hereto ten (10) days' written notice prior to any cancellation or modification. Such insurance shall include provisions or endorsements naming Pacific, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interests of Pacific, and that any other insurance maintained by Pacific is excess and not contributory insurance with the insurance required hereunder; cross-liability or severability of interest clause.

7. Grantee shall at all times exercise due care to avoid damage to fences, crops, livestock and other personal property on the premises and shall pay Grantor for any and all damage thereto caused by Grantee's agents, employees or contractors while using said road, or performing construction or maintenance work on said access road.

8. Grantee, in the use of the easements hereby granted, shall take all reasonable precautions to prevent unusual soil erosion on Grantor's land. All spoil resulting from the construction and maintenance of said road on Grantor's land shall be disposed of so as not to find its way into any stream or to unreasonably damage Grantor's land. All disturbed areas outside of the road itself shall be reseeded at Grantee's expense with native grasses within 120 days of said disturbance.

9. The foregoing grant is made subject to all liens and encumbrances which may affect the strips of land within the said right of way and the word "grant" as used herein shall not be deemed to be a covenant against the existence of any such liens and encumbrances.

10. In the event that Grantee abandons the easement or fails to use said easement for a period of five (5) years, the easement shall cease and Grantee shall execute, acknowledge and deliver to Grantor a recordable quitclaim deed releasing such easement.

11. The provisions hereof shall inure to the benefit of and bind BURLINGTON NORTHERN RAILROAD COMPANY, and its assigns, and PACIFICORP, doing business as PACIFIC POWER & LIGHT COMPANY and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this easement to be executed by its duly authorized officers and its corporate seal to be affixed hereto this 31st day of January, 1986.

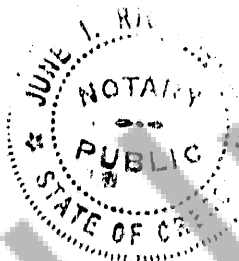
PACIFICORP, doing business as  
PACIFIC POWER & LIGHT COMPANY

By *Rodney M. Boucher*  
Vice President (Grantor)

Attest: *K. B. Johnson*  
Assistant Secretary

STATE OF OREGON )  
County of Multnomah ) ss.

The foregoing instrument was acknowledged before me this 31st day of January, 1986, by Rodney M. Boucher, a Vice President of PACIFICORP, a Maine corporation, doing business as PACIFIC POWER & LIGHT COMPANY, on behalf of the corporation.

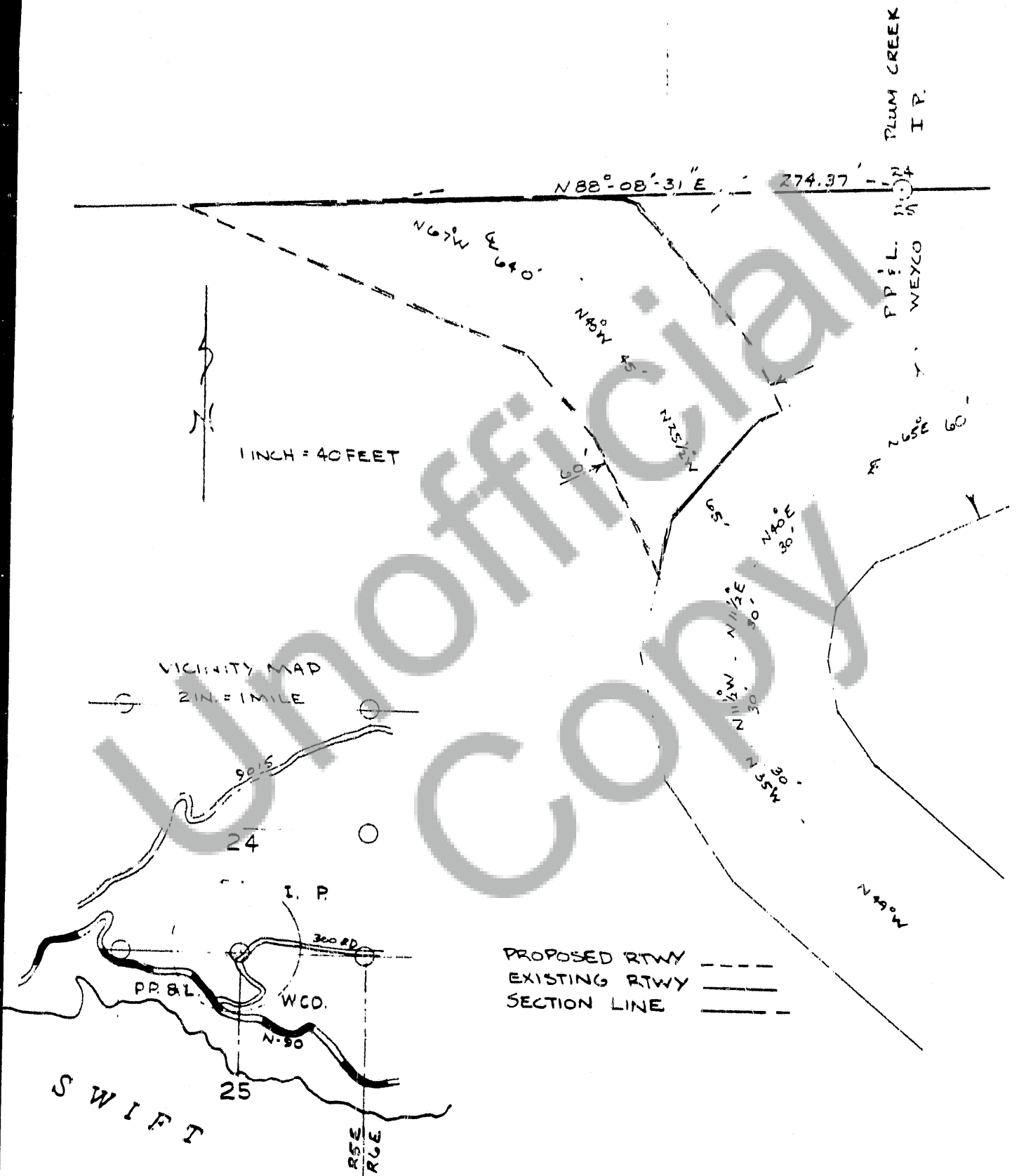


*June I. Richardson*  
Notary Public for Oregon  
My commission expires: 06-09-86

VA  
REAL ESTATE EXCISE TAX  
MAY 23 1986

PAID VA  
*John K. [Signature]*  
SKAMANIA COUNTY TREASURER

EXHIBIT "A"



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