

104634

BOOK 108 PAGE 283

EASEMENT

PACIFICORP, a corporation, doing business as PACIFIC POWER & LIGHT COMPANY, hereinafter called "Grantor," for and in consideration of three hundred dollars (\$300.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants to the UNITED STATES OF AMERICA, acting by and through the Forest Service, U.S. Department of Agriculture, hereinafter called "Grantee," a perpetual easement and right of way for the reconstruction, enlargement, use and maintenance of an existing road of varying widths, and for the construction of a new bridge over and across Grantor's lands situated in Government Lots 1 and 3 of Section 26, Township 7 North, Range 6 East, W.M., Skamania County, State of Washington, lying along and on each side of the following described centerline, as surveyed by Federal Highway Administration, to wit:

Beginning at the north one quarter corner of said Section 26;  
 thence South 47° 14' 47" East, 1815.10 feet, to Engineer's Station 0+49.20, **THE TRUE POINT OF BEGINNING**;  
 thence along said centerline on the arc of a 14° 45' curve to the right, a distance of 357.40 feet, to Engineer's Station 4+06.60;  
 thence South 79° 26' East, 1.21 feet;  
 thence on the arc of a 14° 30' curve to the right, a distance of 227.82 feet;  
 thence South 31° 54' East, 466.35 feet;  
 thence on the arc of a 14° curve to the right, a distance of 205.71 feet;  
 thence South 3° 06' East, 168.46 feet;  
 thence on the arc of a 3° curve to the right, a distance of 229.44 feet, to Engineer's Station 18+05.59, **THE TRUE POINT OF ENDING**.

The various widths thereof on each side of centerline, as determined running with Engineer's Stationing in an easterly and southerly direction on the above described centerline, are as follows:

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11805

REAL ESTATE EXCISE TAX  
 FEB 2 1988

PAID Exempt  
John D. [Signature]  
 SKAMANIA COUNTY TREASURER

Certified correct as to consideration  
 description and conditions.

*[Signature]* 1/15/88

FILED FOR RECORD  
 SKAMANIA CO. WASH  
 BY PACIFICORP  
 U.S. DEPT. OF AGRICULTURE  
 FOREST SERVICE

FEB 2 9 57 AM '88

Transaction in compliance with County sub-division ordinance.  
 Skamania County Assessor - By: *[Signature]* 2/2/88

Recorded 8  
 Indexed S  
 Filled S  
 Mailed

<u>Engineer's Station</u>	<u>Left (in feet)</u>	<u>Right (in feet)</u>
0+49.20 to 6+00	Existing R/W	---
6+00 to 6+50	33 tapering to 60	---
6+50 to 7+35.63	60	---
7+35.63 to 8+50	60 tapering to 33	---
8+00 to 18+05.59	Existing R/W	---
0+49.20 to 4+00	---	Existing R/W
4+00 to 5+50	---	33 tapering to 60
5+50 to 6+00	---	60 tapering to 75
6+00 to 7+35.63	---	75 tapering to 60
7+35.63 to 8+00	---	60
8+00 to 8+50	---	60 tapering to 50
8+50 to 11+00	---	50
11+00 to 12+01.98	---	50 tapering to 80
12+01.98 to 14+07.69	---	80 tapering to 50
14+07.69 to 15+00	---	50 tapering to 40
15+00 to 17+00	---	40
17+00 to 17+50	---	40 tapering to 33
17+50 to 18+05.59	---	Existing R/W

Except therefrom any portion of above described strip of land previously conveyed by Easement dated July 14, 1958, recorded at Skamania County, July 17, 1958, on Page 125 in Book 45 of Deeds.

and being more particularly shown on Exhibit "A," attached hereto and by this reference made a part hereof.

TOGETHER WITH reasonable rights of ingress and egress to said lands for the purposes designated.

SUBJECT TO AND UPON the following terms and conditions:

1. Grantor reserves to itself, its successors and assigns, the right to use the road and bridge hereunder free of charge in such manner as not to unreasonably interfere with the use of said road and bridge by the Grantee, or its authorized users.

2. Grantee may extend rights and privileges for use of the said easement to other government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public.

3. Grantor reserves to itself, its successors and assigns all timber on said easement, provided that the Grantee or its assigns shall have the right to cut such timber upon the easement to the extent necessary for reconstruction 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.

4. Grantor reserves to itself, its successors and assigns the right to cross and recross the easement at any point and for any purpose in such a manner as will not materially interfere with Grantee's use of the road.

5. Grantor reserves the right at any time to install, construct, reconstruct, use, operate and maintain electric transmission, distribution and communication lines over and across the said easement in such a manner as will not materially interfere with Grantee's use of said road and bridge.

6. Grantee, in the use of the easement hereby granted, shall comply with all applicable laws, rules and regulations respecting the construction and use of said road and bridge upon said easement, including but not limited to restoration of lands and prevention of erosion.

7. 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.

8. To the extent that it can legally do so, pursuant to the Federal Tort Claims Act (28 U.S.C. 2671 of Sec.), Grantee shall assume all risk in connection with its use of said road and shall hold harmless Grantor and its agents, assignees, officers, directors and employees from and against any loss, cost, liability or expense for injury or death of persons or damage

to property, including attorney's fees, based upon or arising out of its activities hereunder.

9. If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate and all rights hereunder shall revert to Grantor. In the event of such nonuse or such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing termination.

10. This easement is granted subject to all the terms and conditions of License No. 2111 from the Federal Energy Regulatory Commission relating to Grantor's Swift Project.

11. Grantor shall not be responsible to Grantee for any damage, other than that caused by the negligence of Grantor, to bridges, causeways or roads constructed upon the property described herein which may be caused by floods or by the construction, reconstruction, operation or maintenance of Grantor's hydroelectric projects and reservoirs.

IN WITNESS WHEREOF Grantor has caused this easement to be executed by its duly authorized officers and its corporate seal affixed hereto this 31<sup>st</sup> day of December, 1987.

PACIFICORP, doing business as  
PACIFIC POWER & LIGHT COMPANY

By [Signature]  
Vice President  
(Grantor)

Attest:

[Signature]  
Assistant Secretary

STATE OF OREGON     )  
                              ) ss.  
County of Multnomah)

The foregoing instrument was acknowledged before me this 31st  
day of December, 1987, by Rodney M. Boucher, Vice President of  
PACIFICORP, a Maine corporation, doing business as PACIFIC POWER & LIGHT  
COMPANY, on behalf of the corporation.

June J. Richardson  
Notary Public for Oregon  
My commission expires: 06-09-90



