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BOOK 121 PAGE 942

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CWO 90-732

POWER LINE EASEMENTFILED FOR RECORD
KLICKITAT COUNTY AUDITOR

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PACIFICOPP, a corporation doing business as PACIFIC POWER & LIGHT COMPANY (Grantor), for One Dollar (\$1.00) and other good and valuable consideration hereby grants to PUBLIC UTILITY DISTRICT NO. 1 OF KLICKITAT COUNTY (Grantee) an electric power line easement over and across Grantors's property in the Northwest Quarter of the Northeast Quarter of Section 2, Township 3 North, Range 10 East, W.M., Skamania County, Washington, as shown on the attached Exhibit "A," and by this reference made a part hereof.

Said easement to be 20 feet in width, being 10 feet wide on each side of the centerline depicted on Exhibit "A" and subject to the following terms and conditions:

1. This easement is hereby granted for construction, operation and maintenance of an electric distribution power line of one or more wires and all necessary or desirable appurtenances (including poles, anchors, guys and insulation) together with the right of ingress and egress for the purpose of construction, reconstruction, maintenance and removal of said power line and appurtenances.

2. Grantee shall indemnify and hold harmless Grantor, its directors, officers and employees from and against all actions or suits, causes of action or suits, costs, claims, damages, expense, loss or liability for injury or death of any persons whomsoever, and for loss to or damage to any property, including Grantor's, caused by, arising out of or in any way connected with Grantee's activities on or adjacent to said easement.

3. The Grantor also grants unto the Grantee, its successors and assigns, the right, privilege and authority to trim or remove any trees, brush

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NA
SAUNDRA WILLING
TREASURER OF SKAMANIA COUNTY

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or material as may now or hereafter interfere with or endanger the construction, operation and maintenance of said electric distribution power line.

4. The Grantor covenants on behalf of itself, its successors and assigns, that it is the owner of marketable title of said real estate, and has full and good right to execute this easement.

5. Grantee shall provide for the rehabilitation, including seeding, of any disturbed areas on Grantor's lands, to Grantor's satisfaction, arising out of or in any way connected to Grantee's exercise of the rights conveyed herein.

6. Grantor hereby reserves the right to use the subject lands for any and all purposes and to require relocation or realignment of the distribution line at Grantee's expense, upon demand by Grantor.

7. This easement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

8. All rights granted hereunder shall cease when the power line is abandoned. Such abandonment for the purposes of this easement is defined as being one year of nonuse.

DATED this 5th day of SEPTEMBER, 1990.

PACIFICORP, doing business as
PACIFIC POWER & LIGHT COMPANY

By [Signature]
Vice President

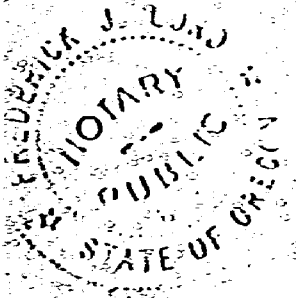
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SK/AMH: WASH
BY P.U.D. No. 1 of Klickitat Co.

JAN 11 11 57 AM '91
P. Lowry
REGISTER
GARY M. OLSON

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this 6th day of September, 1990, by LEE D. WELCHER, Vice President of PACIFICORP, a corporation doing business as PACIFIC POWER & LIGHT COMPANY, on behalf of the corporation.

Frederick J. Judd
Notary Public for Oregon
My commission expires: 27 August 1992



PD-13-WA-530

VERLEY SHORT PLAT OF TRACT C OF THE OSTERMANN SHORT PLAT,
IN GOVERNMENT LOT 3, SECTION 2, T.3N., R.10E., W.M.

