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STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BRIAN J. BOYLE, Commissioner of Public Lands
Olympia, Washington 98504

BOOK 126 PAGE 244

Agreement No. 50-052208

Registered
In Trust, for
In Direct
Date 11/27/91
Initials

THIS AGREEMENT, effective the 8th day of November, 1991, by and between PACIFICORP, dba PACIFIC POWER AND LIGHT, herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, its successors and assigns:

A term easement for a right of way for the construction, operation, use and maintenance of a total 40' x 824.82' beam path easement and use of an existing logging road to maintain said beam path, over and across SW $\frac{1}{4}$, Section 4, Township 2 North, Range 6 East, W.M., the location of which is shown on Plat No. 50-052208, filed in the office of the Commissioner of Public Lands at Olympia, Washington, a reduction of which is attached as Exhibit A, indicating said right of way in red, and by this reference made a part hereof, all in Skamania County, Washington.

Subject, however, to the following easements for right of way.

An easement for a beam path granted to Pacific Telephone and Telegraph under Application No. 52-039337, and

An easement for a beam path granted to Oregon Washington RR Navigation Co. under Application No. 52-039339, and

A right of way for road use granted to Longview Fibre under Application No. 50-046462.

CONSIDERATION

The consideration paid by the Grantee to the State is as follows:

Five Year Payment Schedule. One Thousand Seven Hundred and Forty Two Dollars (\$1,742.00), for the first five year period and for consideration of a payment of Five Hundred Dollars (\$500.00), due on or before December 31, 1996 for the remainder of the easement term, provided however that the rate for each five (5) year period of the easement after the first five (5) year period may be adjusted at intervals of not more than once every five (5) years at which time a new rate may be established. Failure on the part of the State to establish a new rate by the fifth anniversary of this easement shall not preclude the State from doing so then or thereafter. The new rate will be based on the Fair Market Value of the land times the State's current capitalization rate at the date of reappraisal. The Fair Market Value will be determined by the State's appraiser. The Fair Market Value will be appraised within ninety (90) days of the payment adjustment period. Payment for each next five (5) year period shall be made in advance of each succeeding five (5) year period.

Term

The term of this easement shall be from this date herein subscribed to and including December 31, 2001.

Assignment

This Agreement, or any of the rights granted herein, shall not be assigned without prior written consent of the State, except that said rights granted herein may be used by any employee, contractor, or representative of the Grantee, hereinafter collectively referred to as "Permittee," while engaged in the Grantee's operations.

Forfeiture

In the event that any portion of the right of way as shown on attached Exhibit A is not used by the Grantee, or its assigns, for the purpose for which it was granted, within a period of five (5) years from the day and year first above written, the rights of the Grantee within said portions of the right of way shall revert to the State, its successors or assigns; and said portions of the right of way shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of time may be granted upon written request prior to the expiration date of said 5-year period and upon the terms and conditions as specified by the State; such terms and conditions shall be limited to the State's right to extend said period and modify the considerations due the State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Should the Grantee, or its assigns, cease to use this easement for the purposes specified herein for a period of two (2) years, it shall notify the State of such nonuse; and the rights granted herein shall revert to the State, its successors or assigns.

Removal of Improvements and Equipment

All improvements, buildings, fixtures and other property erected or permanently affixed upon State lands by the Grantee during the term of said easement, which remain upon said land sixty (60) days from the termination or abandonment of said easement, shall become the property of the State and be considered a part of the land upon which they are located; provided, however, that any time within sixty (60) days after the termination or abandonment of said easement, the Grantee shall be entitled to remove such of said improvements as can be removed without damage to said lands.

All tools, equipment and other property not permanently affixed upon the land by the Grantee during the term of said easement shall remain the property of the Grantee but shall be removed within sixty (60) days after the expiration of this easement.

Reservations to State

State reserves for itself, its successors and assigns, the right at all times and for any purpose to cross and recross said right of way at any place on grade or otherwise, and to use said right of way for road purposes, insofar as is compatible with Grantee's operation, and provided such reserved rights shall be exercised in a manner that will not unreasonably interfere with the rights of the Grantee hereunder.

The State reserves to itself, its successors and assigns, the right to develop, improve, and utilize the land and natural resources thereon, within the limits of the right of way granted herein, insofar as such reservations are compatible with the Grantee's operation and insofar as such action will not unreasonably interfere with the rights of the Grantee.

In the event the State, its successors or assigns, elects to act within the reservation, it shall give written notice to the Grantee of such election and will then assume responsibility for allowing no growth or obstruction on the right of way that will be incompatible or interfere with the Grantee's use thereof.

When so notified, Grantee will not eradicate by broadcast brush spraying, or other methods of removal, any growth on the portion of the right of way being so used by the State. In the event the Grantee injures or damages growth while responding to an emergency such as, but not limited to, a fire, flood, or facility failure, or necessary repair to such facility, the State shall have no recourse or cause of action against the Grantee for or on account of such injury.

Furthermore, the State shall notify the Grantee in writing of any cessation of any management plan enacted, and such notice will relieve the State of growth and obstruction control; provided, upon such notice of cessation, the State shall remove or cause to be removed, all growth and obstruction on the right of way that will interfere with the Grantee's use thereof exceeding ten (10) feet in height.

The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

Compliance with Laws and Regulations

The Grantee shall comply with all applicable laws to the extent that it can legally do so, including all Department of Natural Resources regulations, county and municipal laws, ordinances, or regulations in effect and authorized by law or laws of the State of Washington.

The Grantee shall cause its Permittee to comply with those requirements and conditions set forth hereinafter which are applicable to the Permittee's operation.

In addition to compliance with those laws of the State of Washington pertaining to forest protection, the Grantee shall contact the State's Regional Manager at Castle Rock, Washington, who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc., which are deemed necessary for prevention and suppression of fire resulting from construction operations. Such requirements will be included in the Grantee's invitation to bid and will be made part of the contract with the successful bidder.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of such rights.

During operations under this Agreement, including the construction of roads and facilities, the Grantee shall take such precautions as necessary to minimize, insofar as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

Grantee shall take all reasonable precautions to protect State-owned crops and trees.

Any damage to trees and/or reproduction, deemed by the State to be excessive or unnecessary shall be paid for by the Grantee at Fair Market value as determined by the State. The Grantee may have the right to remove such trees upon payment therefor if such removal is authorized in writing by the State.

All soil surfaces on the right of way, temporary roads and skid trails, which are devoid of natural cover as a result of the operations hereunder, shall be reseeded to a grass mixture recommended by the local office of the County Extension Agent.

All legal land subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish them by a registered professional engineer or licensed land surveyor in accordance with U. S. General Land Office standards at his own expense. Corners and/or witness objects that must necessarily be disturbed or destroyed in process of construction must be adequately referenced and/or replaced in accordance with all applicable laws of the State of Washington in force at the time of construction, reconstruction, or development of the right of way including but not limited to chapter 58.24 RCW, and all Department of Natural Resources rules and regulations pertaining to preservation of such corners and/or witness objects. Such references must be approved by the State prior to removal of said corners and/or witness objects.

The Grantee shall prevent, at its own cost, the establishment of weeds upon, and the spread of weeds from, any portion of the right of way herein granted which is adjacent to cultivated State lands, under a weed control program, and shall comply with the county noxious weed control board rules and regulations established under the Uniform Noxious Weed Control Statute (Chapter 17.10 RCW).

In the event the county noxious weed control board directs the Grantee to control weeds or the Grantee elects to kill or control the growth of weeds and/or brush by chemical treatment within or in proximity to said right of way, he shall use only those chemical agents, the container labels of which have been registered with the Washington State Department of Agriculture. Such use must be in accordance with labeled directions and approved of jointly by the Washington State Department of Agriculture and the County Extension Agent before commencement of any control program.

Preinstallation Requirement

The Grantee's operations specified herein shall be conducted in accordance with the provisions of the State approved Plan of Operation in force at the time of construction, reconstruction, or development of the right of way.

Provided, however, thirty (30) days prior to the commencement of said operations, the Grantee shall submit to the Regional Manager at Castle Rock, Washington, for written approval, a complete and detailed Plan of Operation for the development of the right of way. The Grantee shall provide for the examination of the right of way, with the State's Regional Manager, before any construction, reconstruction, or development is commenced.

Grantee agrees that no construction will commence until all documents have been signed by all parties and that neither construction nor reconstruction will commence until the written Plan of Operation has been approved by the State's Regional Manager at Castle Rock, Washington.

Installation Specifications

Grantee shall install said beam path in an area to be no larger than 824.82 feet in length and 40 feet in width as shown in Exhibit A.

The Grantee shall mark the location of said beam path with appropriate signs. Said signs shall identify the installation as a beam path and shall designate ownership of the beam path.

Trees that become an interference or a hazard to the rights herein granted and located outside of the limits of said right of way may be removed upon obtaining the written consent of the State and payment of the Fair Market Value thereof.

Roads and Road Maintenance

The Grantee shall repair or cause to be repaired at its sole cost and expense that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road.

If the Grantee fouls the surfacing by dragging earth from sides or other sources across the road and onto the surface portion of the road, the Grantee shall resurface that portion so affected within a reasonable amount of time.

The Grantee shall, during periods of use, remove slides, fallen timber and other obstructions from the right of way.

The cost of performance of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. Where either party hereto uses a road, or portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards equal to or better than those existing at the time use is commenced; provided the State reserves the right to make reasonable regulations concerning priority of use and maintenance of said roads by it and others.

During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or surfacing said road or portion thereof.

Road Restoration

Upon completion of the beam path installation the Grantee shall immediately blade and shape the surface and shoulders of all roads disturbed during and by the installation of said beam path to the extent necessary to maintain the original cross section of the road and shoulders and provide a riding surface and shoulders of said road upon which a truck may be safely driven at a speed designated by the Regional Manager at Castle Rock, Washington.

Response to an Emergency

Nothing contained herein shall prevent the Grantee from responding to an emergency relating to the facilities on the right of way.

Notice of Noncompliance

Grantee is aware that failure to follow installation specifications as per this document shall constitute non compliance with the terms and conditions of this agreement.

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance with any of the terms and conditions hereof including installation specifications. Such notice will specifically identify the manner of noncompliance herewith. Upon receipt of such notice the Grantee shall immediately take or cause to be taken effective remedial action.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Regional Manager at Castle Rock, Washington, may suspend the Grantee's operations on State lands until such time as effective remedial action is taken.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Brian J. Boyle
BRIAN J. BOYLE
Commissioner of Public Lands

PACIFICORP, dba PACIFIC POWER AND LIGHT

By John A. Bohling
EXECUTIVE VICE PRESIDENT Title

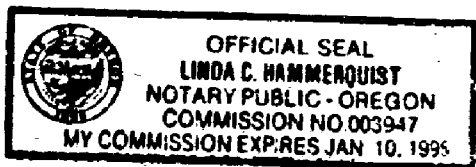
920 SW Sixth Avenue
Portland, OR 97204

App. No. 50-052208
12\101491\RIGHTAWA\50052208.MJE

STATE OF)
County of) ss

On this 31st day of October, 19 91, personally appeared⁽¹⁾
before me John A. Bohling
President to me known to be the Executive Vice
President of the corporation that executed the within and foregoing instrument,
and acknowledged said instrument to be the free and voluntary act and deed of said
corporation, for the uses and purposes therein mentioned, and on oath stated that
he/she/was they were authorized to execute said instrument for said corporation and that
the seal affixed is the corporate seal of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year first above written.



Linda C. Hammerquist
Notary Public in and for the State of
Oregon residing at Multnomah County
My appointment expires Jan. 10, 1995.

FILED
BY Mike Bigham
Nov 22 3 43 PM '91
Plawny

NA
REAL ESTATE EXCISE TAX
NOV 22 1991
NA
Sw Deputy
COUNTY CLERK

STATE OF WASHINGTON)
 County of Washington) ss

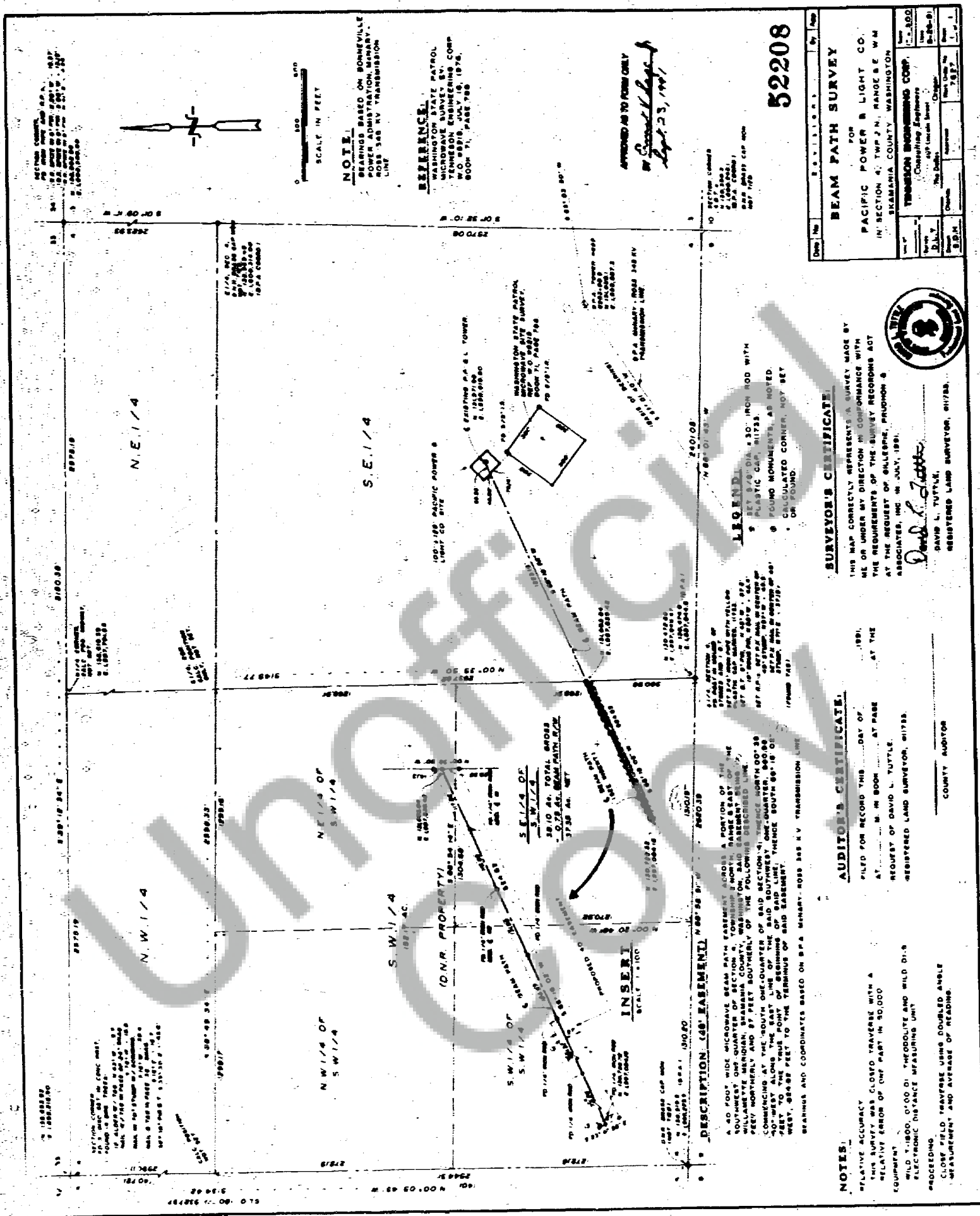
On this 8th day of November, 1991, personally appeared before me BRIAN J. BOYLE, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Anna M. Reiter
 Notary Public in and for the State of
 Washington, residing at Bellevue

My appointment expires 2-1-93

Unofficial
 Copy



RECORDER'S NOTE: PORTIONS OF
THIS DOCUMENT POOR QUALITY
FOR FILMING

EXHIBIT A