

112850

BOOK 127 PAGE 93

PACIFIC POWER & UTAH POWER  
◆ PACIFICORP  
ELECTRIC OPERATIONS

EASEMENT

PACIFICORP, an Oregon 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), for \$250.00, a nonexclusive easement and right of way to underbuild on the line of PUBLIC UTILITY DISTRICT NO. 1 OF KLICKITAT COUNTY and to construct, operate and maintain overhead and underground communication facilities or system consisting of guys, wires, crossarms, and necessary fixtures and appurtenances in, over, under and upon the lands of Grantor, situated in the South Half of the Northeast Quarter of the Northwest 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 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.
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.

Direct	1
Indirect	1
Filmed	2/3/92
Mailed	

4. All rights granted herein shall be subject to the superior right of Grantor.

5. All said communication facilities shall remain the property of Grantee, removable at the option of Grantee.

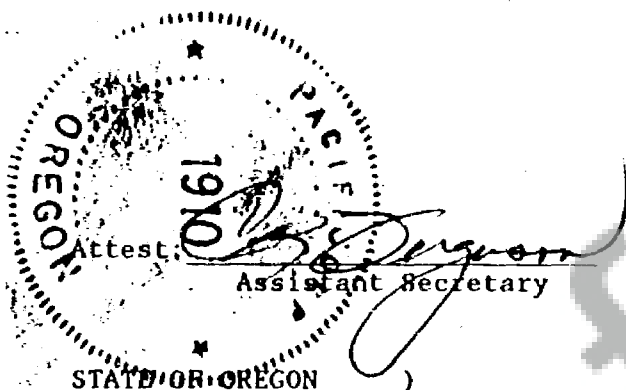
6. Grantee shall not cut or trim any trees or merchantable timber, except in emergencies, without the prior written consent of Grantor, and shall pay to Grantor the stumpage value of all such timber when cut.

7. All such rights hereunder shall cease if and when such communication facilities have been abandoned.

DATED this 20TH day of DECEMBER, 1991.

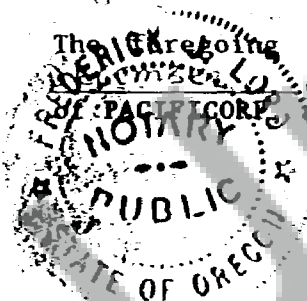
PACIFICORP, doing business as  
PACIFIC POWER & LIGHT COMPANY

By Lee V. Westlake  
Vice President



STATE OF OREGON )  
 ) ss.  
County of Multnomah )

The foregoing instrument was acknowledged before me this 20TH day of DECEMBER, 1991, by Lee V. Westlake, a Vice President of PACIFICORP, an Oregon corporation, on behalf of the corporation.



Fredende  
Notary Public for OREGON  
My commission expires: Aug 27 1992

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY United Telephone

14757

JAN 29 2 23 PM '92 REAL ESTATE EXCISE TAX

PD-13-WA-478

P. Laury  
GARY E. OLSON

JAN 28 1992  
PAID 3.20 + .06 + .16  
J.W. Deputy  
SKAMANIA COUNTY TREASURER

SEE MAP:  
3-10-3

KLICKITAT  
COUNTY

Exhibit "A".

NORTHWESTERN  
LAKE

SKAMANIA  
KLICKITAT  
UNITED STATES  
CO.

NESTER  
PK. ROAD

Twp. 4 N., R. 10 E. W.M.

3-10-2

