

112974

BOOK 127 PAGE 416

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 KICKITAT 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 2, 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.

Registered	p
Indexed, ditto	p
Indirect	p
Furnish	
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 28<sup>TH</sup> day of DECEMBER, 1991.

PACIFICORP, doing business as  
PACIFIC POWER & LIGHT COMPANY

By Lee D. Weisiger  
Vice President

Attest [Signature]  
Assistant Secretary  
STATE OF OREGON )  
 ) ss.  
County of Multnomah )

Foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 1991, by LEE D. WEISIGER, a Vice President of PACIFICORP, an Oregon corporation, on behalf of the corporation.

FILED  
NOTARY  
PUBLIC  
STATE OF OREGON

FILED FOR RECORD  
SKAMANIA COUNTY, OREGON  
BY United Telephone Notary Public for OREGON  
My commission expires: 27 Aug 1992

FEB 20 4 01 PM '92

[Signature]  
GARY H. OLSON

14802

REAL ESTATE EXCISE TAX

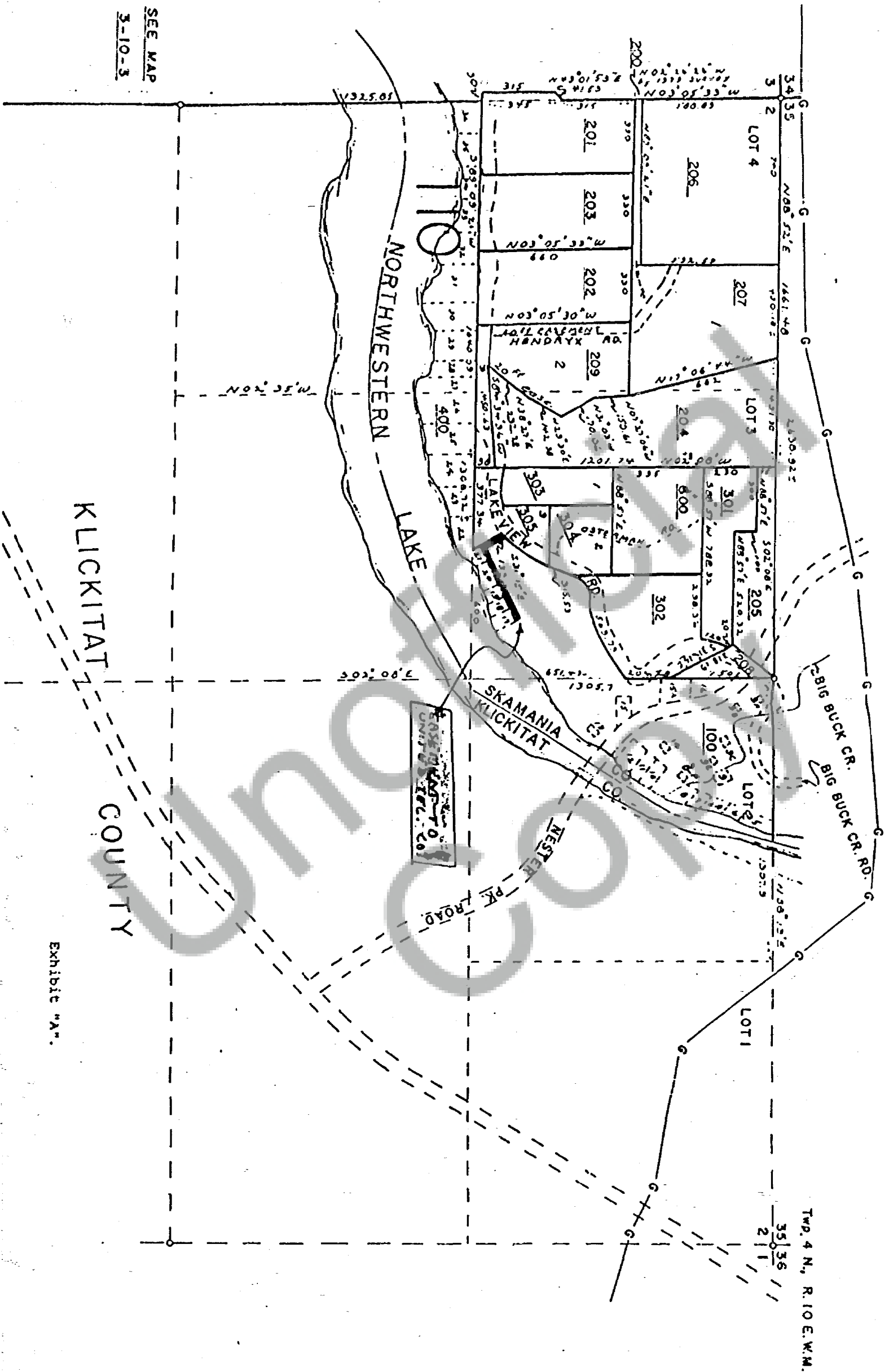
PD-13-WA-478

FEB 20 1992

PAY 3.20 + .10 + .32

J.W. Deputy  
SKAMANIA COUNTY TREASURER

SEE MAP  
3-10-3



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IN WITNESS WHEREOF, The Farmers Home Administration, United States Department of Agriculture has executed this instrument by and through the undersigned official, duly authorized pursuant to Part 1800 of Title 7, Code of Federal Regulations.

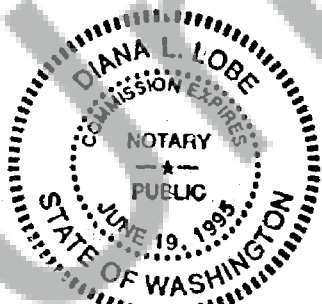
February 4, 1992

*Clifford E. Kesterson*  
CLIFFORD E. KESTERSON, Acting  
State Director for  
Farmers Home Administration (Trustee)

ACKNOWLEDGEMENT

State of Washington )  
County of Chelan ) ss

On this day personally appeared before me CLIFFORD E. KESTERSON to me known to be the Acting State Director, Farmers Home Administration, and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 4th day of February 19 92



*Diana L. Lobe*  
DIANA L. LOBE  
Notary Public in and for the  
State of Washington

My commission expires 6-19-95

Residing at E. Wenatchee, Washington