

3435

Washington Contract
No. 10979

Easement Deed
No. 25848-W

RIGHT OF WAY EASEMENT

THIS AGREEMENT, made this 14th day of February, 1958, by and between Northern Pacific Railway Company, a Wisconsin corporation, hereinafter referred to as "Northern Pacific", and Pacific Power & Light Company, a Maine corporation, hereinafter referred to as "Pacific",

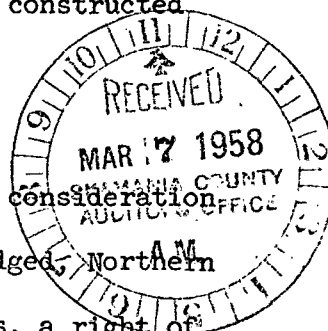
WITNESSETH:

A. Pacific is the owner and holder of a license issued by the Federal Power Commission under the provisions of the Federal Power Act, for the construction, operation and maintenance of Project No. 2111, comprising the Swift No. 1 Development on the Lewis River, Navigable Waters of the United States, located within the State of Washington, which project includes a dam across the Lewis River in Section 28, Township 7 North, Range 5 East of the Willamette Meridian, and a reservoir formed by the dam extending approximately twelve miles upstream therefrom.

B. Pacific has constructed a road outside the reservoir limits and at an elevation above the reservoir level, connecting the existing forest development road below the project development with the existing forest development road at the upper end of the reservoir near Pine Creek, segments of the right of way upon which said road is constructed being over and across Northern Pacific lands.

I.

In consideration of One Dollar and other valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, Northern Pacific hereby grants to Pacific, its successors and assigns, a right of



way easement to construct, maintain, repair and use said road upon, over and across the following described lands in Skamania County in the State of Washington, namely: Section 17 in Township 7 North, Range 5 East of the Willamette Meridian, and Sections 27, 29 and 33 in Township 7 North, Range 6 East of the Willamette Meridian, the particular location of said right of way upon said Sections being shown on the three maps hereto attached, marked respectively Exhibits A, B, and C, and hereby made a part hereof.

II.

Said right of way easement is subject to the following terms and conditions:

1. (a) Northern Pacific shall have the right, in common with Pacific, the United States or other governmental authority, other persons, firms and corporations, or other governmental agencies lawfully possessed of the right or to which Pacific shall have granted the right to use the same, to use said road for the purposes of transporting minerals of any nature whatsoever, including oil, transporting logs and other forest products, men, material and equipment for the purpose of forest management, administration, development and protection and fire prevention, suppression and control, provided that Northern Pacific shall exercise such rights so as not unreasonably or unnecessarily to interfere with the use thereof by other authorized persons including

Pacific or with Pacific's use thereof in connection with any of the hydroelectric projects now or hereafter constructed on said Lewis River.

(b) For any such use made by Northern Pacific of the road prior to April 1, 2000, Northern Pacific shall pay to Pacific a fair and reasonable fee.

(c) Northern Pacific shall also pay to Pacific a fair and reasonable share of the costs incurred by Pacific in the maintenance during each calendar year of the portion or portions of said road used by Northern Pacific during such calendar year. Said share shall be based upon the ratio that Northern Pacific's use of such portion of said road for logging and other heavy hauling purposes during such years bears to the total use thereof for logging and other heavy hauling purposes by all users thereof, including Pacific.

2. (a) In the use of said road for their respective purposes, Northern Pacific and Pacific agree to take every reasonable precaution to prevent fire arising therefrom upon said road right of way or on lands adjacent thereto and shall comply with applicable laws, rules and regulations of federal, state and other governmental authority relating to fire prevention, suppression and control.

(b) Northern Pacific's use of said road shall be subject to reasonable rules and regulations made generally applicable by Pacific to the use of said road by all users thereof.

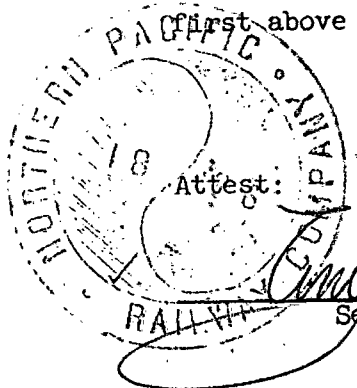
3. Northern Pacific will indemnify and hold harmless Pacific from and against all claims and liabilities occasioned by or resulting directly or indirectly from Northern Pacific's acts or omissions in the use of said road, unless caused or contributed to by negligence on the part of Pacific in its maintenance or use of said road.

4. Pacific has made no representation as to the present or future condition of said road and makes no warranty of title to, or availability of continued use of all or any part of said road; Northern Pacific's rights to use said road shall be subject to all the terms and conditions of any easements or permits for the construction, maintenance, repair and use of said road obtained by Pacific from the United States, the State of Washington or other parties.

This agreement and all the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate by their duly authorized officers as of the day and year

first above written.

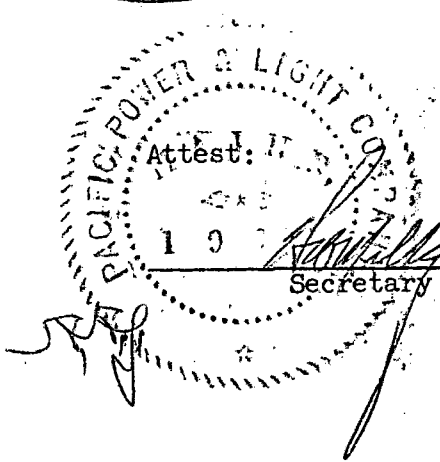


NORTHERN PACIFIC RAILWAY COMPANY

By

E. J. Stanson
Vice President

W. J. A. Chalder
Secretary

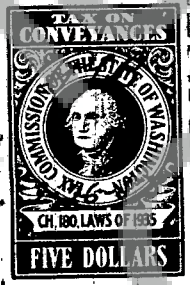


PACIFIC POWER & LIGHT COMPANY

By

E. Robert de Juccia
Vice President

Secretary



2378

No.

TRANSACTION EXCISE TAX

MAR 7 1958

Amount Paid *50.00*

Michael J. Geller
Skamania County Treasurer

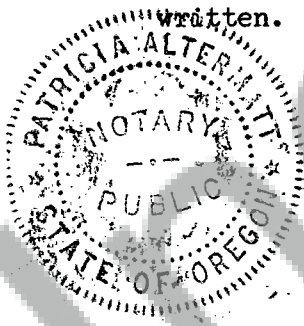
By *Michael M. O'Donnell*
Deputy

STATE OF OREGON)
) ss.
County of Multnomah)

On this 14th day of February, 1958, personally appeared
E. B. Stanton, who, being duly sworn, did say that he is Vice President
of Northern Pacific Railway Company and that the seal affixed to the
foregoing instrument is the corporate seal of said corporation and
that said instrument was signed and sealed in behalf of said corpora-
tion by authority of its board of directors; and he acknowledged said
instrument to be its voluntary act and deed.

In testimony whereof, I have hereunto set my hand and affixed
my official seal, this, the day and year first in this, my certificate,

written.



Patricia Altermatt
Notary Public for Oregon
My commission expires: 10-10-60

STATE OF OREGON)
) ss.
County of Multnomah)

On this 14th day of February, 1958, personally appeared
E. Robert deLuccia, who, being duly sworn, did say that he is a Vice
President of Pacific Power & Light Company and that the seal affixed
to the foregoing instrument is the corporate seal of said corporation
and that said instrument was signed and sealed in behalf of said
corporation by authority of its board of directors; and he acknowl-
edged said instrument to be its voluntary act and deed.

In testimony whereof, I have hereunto set my hand and affixed
my official seal, this, the day and year first in this, my certificate,
written.



Patricia Altermatt
Notary Public for Oregon
My commission expires: 10-10-60

GEN.
17
SEC.

N.E. SEC. COR. FD.
Witness Cor.

N.P.

W.T. CO.

W.T. CO.

N.P.

S 1/4 COR. FD.

N 89° 50' 70" W
2529.16'

2241+64.15 RT
292+73.62 PC
1 R.S. L' 294+79.61 PO
14" CR
Δ = 26° 10' 25"
I = 97.02'
L = 190.53'

20° 00' C-1
Δ = 25° 07'
T = 71.74'
L = 140.58'

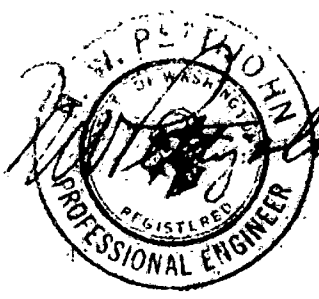
N 89° 50' 70" E
S 11° 51' 35" W
N 18° 31' 15" E
742.07'

S.E. SEC. COR. FD.



LEWIS RIVER ROAD RELOCATION
S E 1/4 SEC. 17 T.7N. R.5E. W.M.
PACIFIC POWER & LIGHT CO.
SKAMANIA COUNTY
SCALE: 1 in. = 400 ft.

WASHINGTON
JAN. 1957



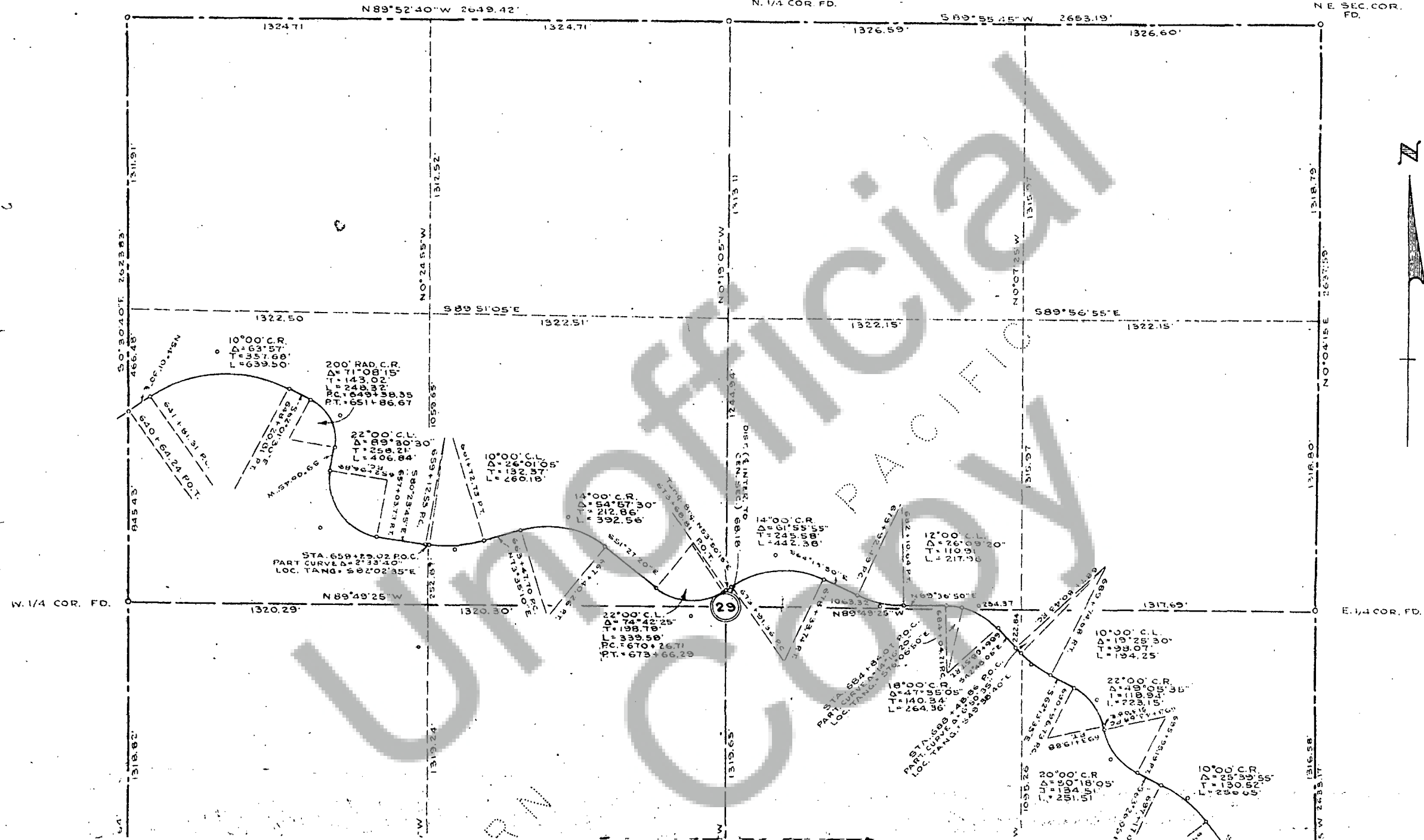
PETTUJOHN ENGINEERING CO.
AT. 20801, 4145 N. E. GULLY BLVD.
PORTLAND 15, OREGON

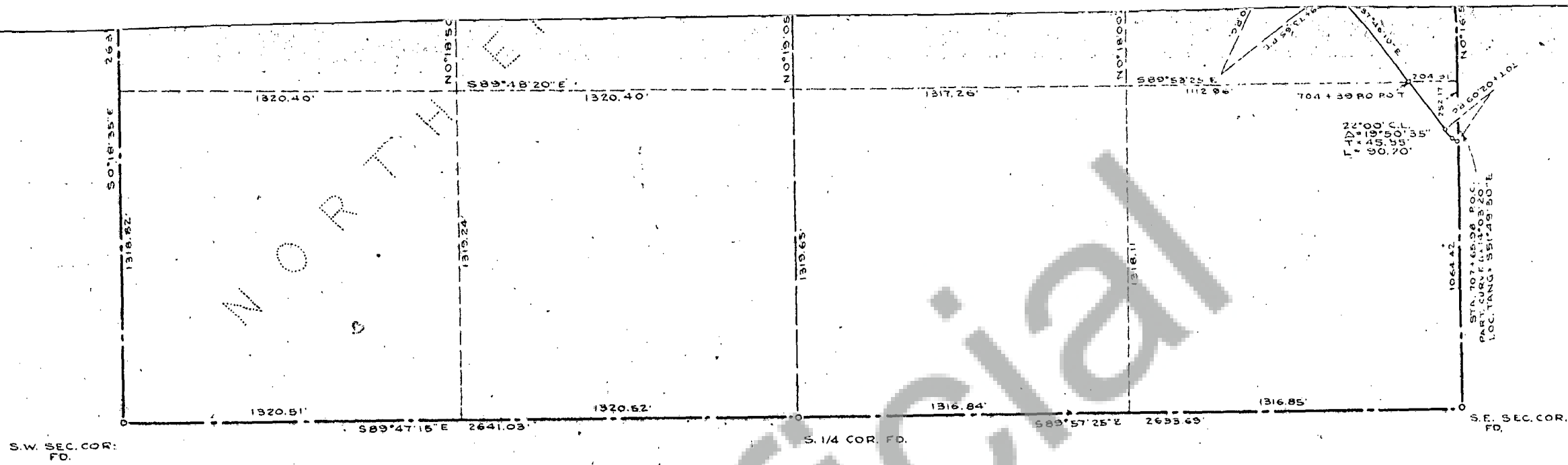
EXHIBIT A

N.W. SEC. COR.
FD.

N. 1/4 COR. FD.

N.E. SEC. COR.
FD.





**LEWIS RIVER ROAD RELOCATION
SECTION 29-T.7N., R.6E., W.M.
PACIFIC POWER & LIGHT CO.**

**SKAMANIA COUNTY
SCALE: 1 IN. = 400 FT.**

**WASHINGTON
FEB. 1957**

PETTUOHN ENGINEERING CO.
212 24001, 4145 N. E. CULLY BLVD.
PORTLAND 13, OREGON

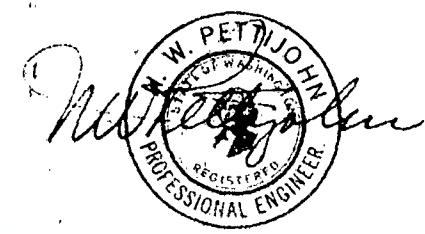
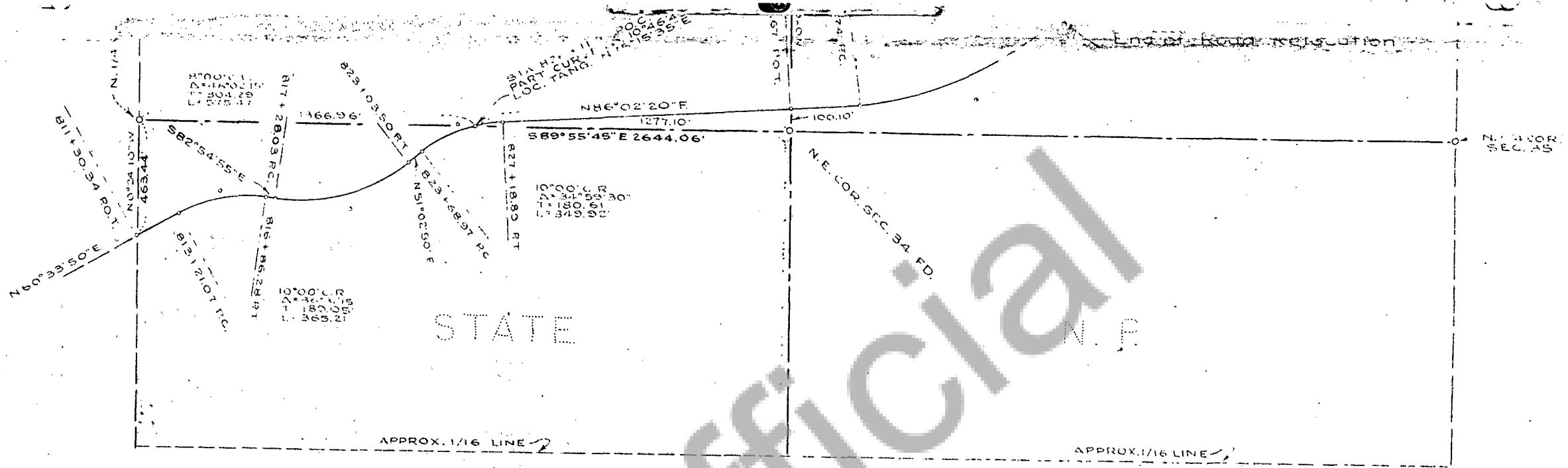


EXHIBIT B



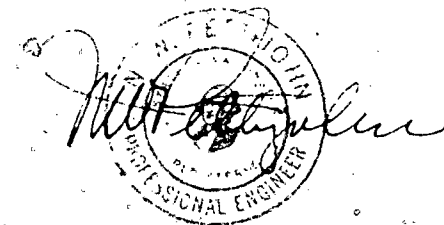
N. 1/2 - N.E. 1/4 - SEC. 34

N. 1/2 - N.W. 1/4 - SEC. 35

LEWIS RIVER ROAD RELOCATION
SECTIONS - 26-27-33&34
T. 7 N., R. 6 E., W. M.

PACIFIC POWER & LIGHT CO.
SKAMANIA CO. WASHINGTON
SCALE: 1 IN. = 400 FT. FEB. 1957

PETTIGREW ENGINEERING CO.
 4145 N. E. GILLY BLVD.
 PORTLAND 13, OREGON



PRELIMINARY - SUBJECT TO FINAL
 ROAD LOCATION CHANGES

EXHIBIT C