

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that Pacific Power & Light Company, a corporation organized and existing under the laws of the State of Maine, hereinafter called the "Grantor," does hereby grant and convey to the United States of America, acting by and through the Forest Service, U.S.D.A., and assigns, hereinafter called the "Government," an easement and right of way, including the right, privilege and authority to locate, construct, maintain, patrol and repair a roadway, bridge, and telephone line, over, along and across the following described real property situated in the County of Skamania, State of Washington, to wit:

Two parcels of land of variable width traversing the following described real property:

Parcel 1: Lot 2 of Section 26, Township 7 North, Range 6 East, W.M., shown on Exhibit A, attached hereto.

Parcel 2: Lot 1, Lot 2, Lot 3 and Northwest quarter of the Northeast quarter of Section 26, Township 7 North, Range 6 East, W.M. Shown on said Exhibit A.

Said Parcel 1 being a strip of land 100 feet in width paralleling and adjoining the right of way of an existing road built by the Harbor Plywood Corporation, said strip being more particularly described on Exhibit A which is attached hereto and made a part hereof.

Said Parcel 2 being a strip of land 33 feet in width on each side of a center line of a road located and to be constructed on the ground with as much additional width as required for the adequate protection of cuts and fills, said center line is located and designated as "CENTER LINE OF PROPOSED ROAD" on said Exhibit A which is attached hereto.

Together with reasonable rights of ingress, egress and regress to and from said lands for the purposes designated.

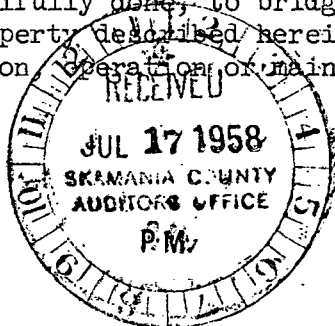
RESERVING, however, to the Grantor the right to use any or all of such road, free of charge, to the extent it deems necessary, but without thereby unreasonably interfering with Government's use of said road.

ALSO RESERVING unto the Grantor the right, now or hereafter, to construct, operate and maintain its power lines and service wires upon, over and across said easement in such manner as not to interfere with Government's use of said road.

The Government will submit to Grantor its final plans and specifications for said roadway and bridge prior to commencement of construction.

The rights, privileges and authorities herein granted are for full use and enjoyment by the Government for any and all purposes deemed necessary or desirable in connection with the control, management and administration of the national forest, or the resources thereof, and, insofar as compatible therewith, use by the general public; and the rights, privileges and authorities herein granted shall continue as long as used for the purposes granted but if for a period of 5 years the Government shall cease to use the rights, privileges and authorities for the purposes granted or shall abandon the use of the easement herein granted, then, in any such event, the Grantor may terminate this easement and all rights hereunder shall revert to the holder of the fee title to said lands.

Grantor shall not be responsible to the Government for any damage, other than that wilfully done, to bridges, causeways or roads constructed by the Government upon the property described herein which may be caused by floods or by the construction, reconstruction, operation or maintenance of the Grantor's hydroelectric projects and reservoirs.



This easement is granted subject to all the terms and conditions of License No. 2111 from the Federal Power Commission relating to Grantor's Swift Project, and upon the further condition that it will be subject to all the terms and conditions of any License which may be granted by the Federal Power Commission pursuant to the Grantor's application for License for Project No. 2112 relating to Grantor's Muddy Project.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 14th day of July, 1958.

PACIFIC POWER & LIGHT COMPANY

By E. Robert deLuccia
Vice President

Attest:

Rodolfo
Secretary

STATE OF OREGON)
County of Multnomah) ss

On this 14th day of July, 1958, personally appeared E. Robert deLuccia who, being duly sworn, did say that he is the 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 acknowledged said instrument to be its voluntary act and deed. Before me:

John A. Sutherland
Notary Public for Oregon
My commission expires 17 Jan 62

RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

T. 7 N., R. 6 E., W.M.
SKAMANIA COUNTY
WASHINGTON

SCALE: 1 IN. = 800 FT.

