

EASEMENT AGREEMENT

50677

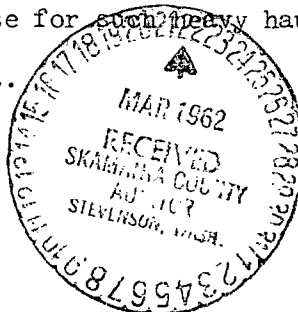
This agreement made this 19th day of December, 1960, by and between PACIFIC POWER & LIGHT COMPANY, a Maine corporation, hereinafter referred to as "Pacific", and INTERNATIONAL PAPER COMPANY, a New York corporation, hereinafter referred to as "Grantee";

W I T N E S S E T H:

1. Pacific hereby grants to Grantee, its successors, assigns, licensees and permittees, a non-exclusive easement to use the existing road upon, over and across the East half of the Northwest quarter of Section 25, Township 7 North, Range 5 East, W.M., Skamania County, Washington, together with the right to improve, widen, maintain and repair said road and utilize for such purposes a strip of land sixty-six (66) feet in width, being thirty-three (33) feet on each side of the center line of said existing road located approximately as shown outlined in red on the plat marked Exhibit A attached hereto and by this reference made a part hereof, for the transportation of forest and other products from lands and timber now owned or hereafter acquired by Grantee and for land management purposes.

2. The use of said road by Grantee hereunder shall be exercised in common with Pacific and with others to whom Pacific may grant the right to use, and shall be exercised so as not unreasonably to interfere with the use thereof by Pacific and others, and so as to avoid undue congestion of said road.

3. Pacific shall have no obligation to maintain said road, or to require others to whom it may grant use rights to perform such maintenance; but in the event Pacific shall use said road for heavy hauling purposes it will, in any year in which Grantee has expended funds to maintain said road, share in such maintenance expense in the proportion Pacific's own use for such heavy hauling purposes bears to all such use for heavy hauling purposes.



4. In the exercise of the rights granted hereunder Grantee shall fully comply with all Forest and Forest Protection Laws promulgated by the United States, the State of Washington, or other governmental bodies having jurisdiction, and shall further comply with all reasonable rules and regulations which may be required by Pacific in the interests of the use of said road by Pacific, by Grantee and others to whom Pacific may grant similar use rights.

5. Grantee will pay to Pacific the current market value of any merchantable timber on said right of way cut or damaged by Grantee in the exercise of the rights granted hereunder.

6. Grantee will indemnify and save Pacific harmless from and against any and all claims, costs, expenses or liabilities for injury to persons or damage to property, including attorney's fees, in any manner arising out of or based upon Grantee's use of said road hereunder, excepting only such injury or damage proximately caused by the sole negligence of Pacific, its employees or agents.

7. The rights, and privileges herein granted shall continue so long as used for the purposes granted, but if, for a period of five years Grantee shall cease to use this easement for the purposes granted, or shall abandon the use of the easement granted then, and in any such event, Pacific, its successors or assigns, may terminate this easement and all rights hereunder shall revert to Pacific, its successors or assigns.

8. Pacific reserves the right, now or hereafter, to construct, reconstruct, operate and maintain electric transmission and distribution lines and communication lines upon, over and across said road and land covered by the easement hereby granted.

9. The rights and obligations hereunder shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 19th day of December, 1960.

Attest:

M. F. [Signature]
ASSISTANT Secretary

PACIFIC POWER & LIGHT COMPANY

By E. Robt. DeLuccia
Vice President

Attest:

R. T. Frost

INTERNATIONAL PAPER COMPANY

By J. D. Leland
VICE PRESIDENT

STATE OF OREGON)
County of Multnomah) ss

On this 19th day of December, 1960, before me personally appeared E. Robt. DeLuccia to me known to be the Vice President of PACIFIC POWER & LIGHT COMPANY, one of the corporations that executed the within and foregoing instrument, and acknowledged the 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 was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

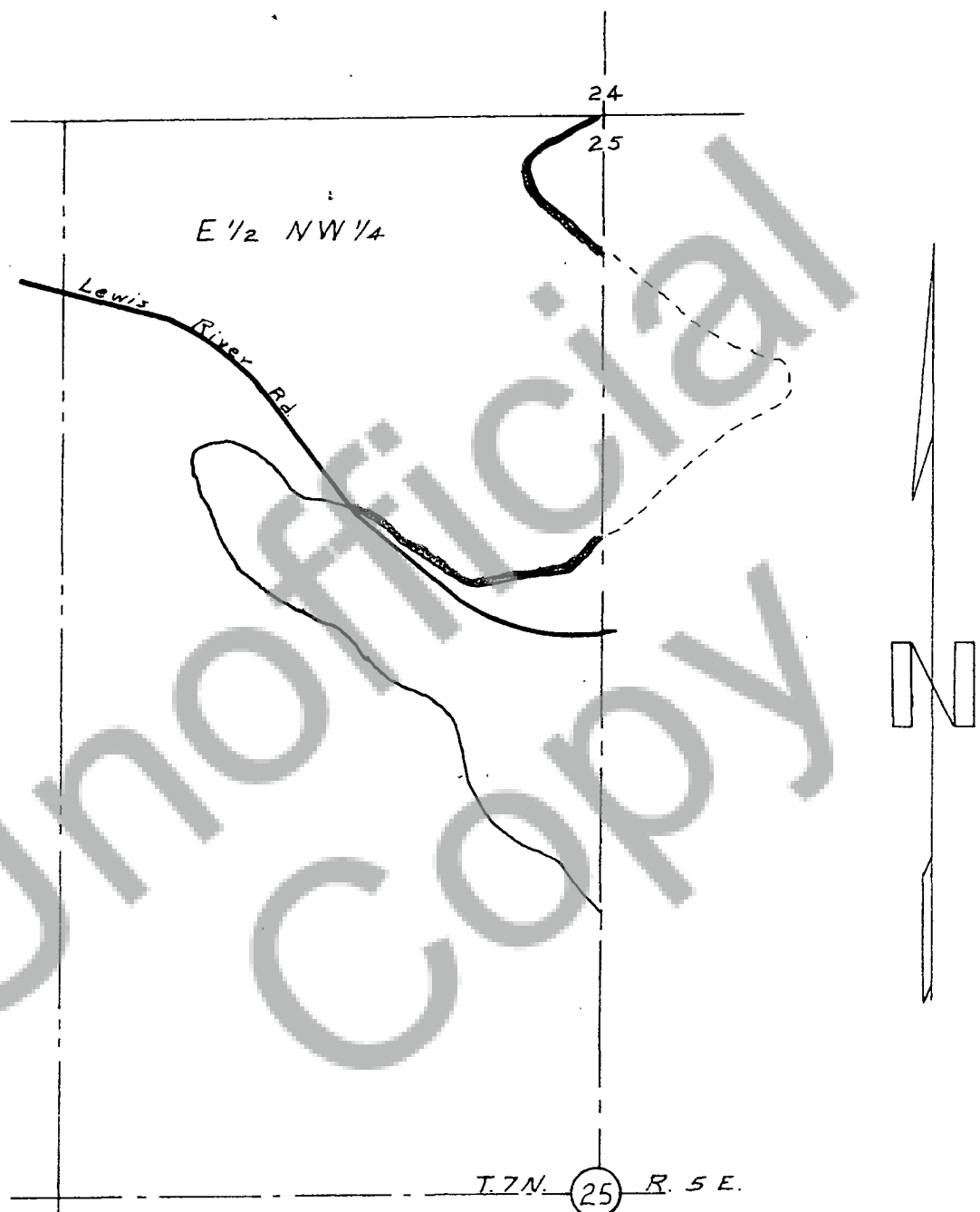
John A. Litterland
Notary Public for Oregon
My commission expires 17 January 1962

STATE OF Wash.)
 County of Cumby) ss

On this 30th day of December, 1960, before me personally appeared J. D. Leland and R. T. Groat to me known to be the Vice Pres. and Asst. Secretary of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

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

Grace A. Lynn
 Notary Public in and for the State of
Washington, residing at _____
Spokane
 My commission expires 10-28-62



Plat of International Paper Co's easement upon
on existing road in the E 1/2 NW 1/4 Sec. 25 T. 7 N., R. 5 E.

SKAMANIA CO., WN.

PACIFIC POWER & LIGHT COMPANY
PORTLAND, OREGON

Exhibit A

DRAWN R. J. M. 9-8-1960
TRACED _____ 19____
CHECKED _____ 19____
APPROVED _____ 19____

ALTERED

APPROVED _____
CHIEF ENGINEER

SCALE 1" = 400 PA