

RIGHT OF WAY EASEMENT

PACIFIC POWER & LIGHT COMPANY, a corporation (Grantor), hereby grants to INTERNATIONAL PAPER COMPANY, a corporation (Grantee), a nonexclusive easement and right of way sixty (60) feet in width for a vehicular roadway to be constructed over, along and across the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 34, Township 7 North, Range 6 East, W.M., the boundaries of said right of way being thirty (30) feet on each side when measured at right angles to the centerline more particularly described on the Exhibit "A" attached hereto and by this reference made a part hereof; said roadway to be used by Grantee for logging, forestry and purposes incidental thereto.

Grantor reserves the right to use said roadway for any purpose, and to grant the right to others to use said roadway provided that none of such uses shall unreasonably interfere with the use thereof by Grantee, and provided that such others shall agree to share equitably in the costs of maintenance of said roadway.

The within grant is made without charge to the Grantee, and it is understood that the construction, maintenance and operation of said road shall be at no cost to Grantor.

Grantee shall comply with all applicable laws and regulations of any governmental agency having jurisdiction, with respect to suppression and prevention of fires.

Grantee understands that said roadway passes through or near an area believed to be subject to landslides, and Grantee assumes all risks in connection with the construction, operation and maintenance of said roadway.

Grantee shall indemnify and hold Grantor harmless against and from any and all actions, causes of action, costs, claims, damages, expense, loss or liability for injury or death to any persons or damages to any property, including property of the Grantor and the Grantee, arising out of or in any way caused by Grantee's use of said roadway or exercise of any of the rights granted hereunder.

The rights herein granted are subject to any and all mortgages or deeds of trust affecting said premises and all supplemental indentures thereto, heretofore or hereafter executed by Grantor.

In the event of default of any of the conditions herein provided and the failure of Grantee to remedy such default within thirty (30) days' after written notice thereof given by Grantor to Grantee, Grantor shall have the right to terminate this easement and all rights of Grantee hereunder. All rights hereunder shall cease if and when such right of way has been abandoned, and 5 years non-use of said roadway shall be conclusive of such abandonment.

Grantee shall not assign or transfer this easement or any of its rights hereunder without the prior written consent of Grantor and any such attempted assignment or transfer shall be null and void.

Dated this 27th day of MARCH, 1969.

PACIFIC POWER & LIGHT COMPANY

By E. R. DeLuccia
SENIOR Vice President

Attest: [Signature]
Assistant Secretary

No. 5285
TRANSACTION EXCISE TAX

STATE OF OREGON }
County of Multnomah } ss.

MAY 9 - 1969
Amount Paid None
Richard O'Donnell
Skamania County Treasurer

On this 27th day of March, 1969, personally appeared E. Robert DeLuccia who, being duly sworn, did say that he is the Senior 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

Before me:

[Signature]
Notary Public for Oregon
My commission expires _____

NOTARY PUBLIC FOR STATE OF OREGON
My Commission Expires _____

Acknowledged and Accepted this
1st day of April, 1969
for the International Paper Company

By A. J. Sandoz (Title)
Manager of Woodlands
Long-Bell Division

International Paper Company - Woodlands Department
Chelatchie Area

Right-Of-Way Plat
For

International Paper Company Road #401 in SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of
Section 34, T7N, R6E

