

EASEMENT

PACIFIC POWER & LIGHT COMPANY, a Maine corporation, hereinafter called Grantor, for and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, does hereby grant unto the BURLINGTON NORTHERN INC., a Delaware corporation, its successors, assigns, contractors, purchasers and permittees, hereafter jointly or severally referred to as Grantee, a permanent, nonexclusive easement and right of way for an existing road which may be reconstructed, used and maintained over, upon, along and across the following described premises situate in the County of Skamania, State of Washington, to wit:

A strip of land 60 feet in width over and across the Northeast quarter Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section twenty-five (25), Township seven (7) North, Range five (5) East, of the Willamette Meridian, located approximately as shown in red on the map attached hereto and labelled Exhibit A and made a part hereof.

If said road is located substantially as shown on said Exhibit A, the exact location of the road is hereby deemed acceptable by the Grantor.

The easement herein granted is, and at all times shall be, subject to all the rights, reservations, terms and conditions of that certain easement heretofore granted to the State of Washington, acting by and through the Department of Natural Resources (the State) as set forth in that certain agreement made and entered into by and between Pacific and the State the 13th day of March, 1970, and to that certain easement heretofore granted to Weyerhaeuser Company the 27th day of July, 1970.

It is understood and agreed that during and after each period of use, Grantee shall maintain such portion of road so used in a condition similar to roads of like standards. If two or more parties use said road or portion thereof during the same period, Grantee agrees to perform or pay for maintenance in proportion to its use of said road.

It is understood and agreed that Grantor, its successors or assigns, shall at all times be permitted rights of ingress and egress over and across said road and that Grantor reserves the right to use those portions of the right of way not actually used for road purposes.

In exercising the rights herein granted, Grantee may cut and remove brush, trees and other obstructions from the right of way herein granted, which in the opinion of the Grantee, interfere with the use thereof; provided, however, that all merchantable timber so cut upon said right of way shall be cut into logs of standard lengths and placed upon the road right of way for disposal by Grantor. In the event that Grantee abandons the easement or fails to use said easement for a period of five (5) years, the easement shall cease and Grantee shall execute, acknowledge and deliver to Grantor, its successors and assigns, a recordable quitclaim deed releasing such easement.

IN WITNESS WHEREOF, the Grantor has executed this instrument the 28th day of September, 1970.

PACIFIC POWER & LIGHT COMPANY

By Jack T. Stiles
Vice President

Attest: W. S. [illegible]
Assistant Secretary

Acknowledged and accepted this 16th day of October, 1970 for the

No. 301
TRANSACTION EXCISE TAX

BURLINGTON NORTHERN INC.

OCT 30 1970

By _____
VICE PRESIDENT Title

Amount Paid \$2.50
Richard D. [illegible]
Skamania County Treasurer

STATE OF OREGON

County of Multnomah

On this 28th day of September, 1970, personally appeared

Jack T. Stiles, 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 acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires:

NOTARY PUBLIC FOR STATE OF OREGON
My Commission Expires March 23, 1971



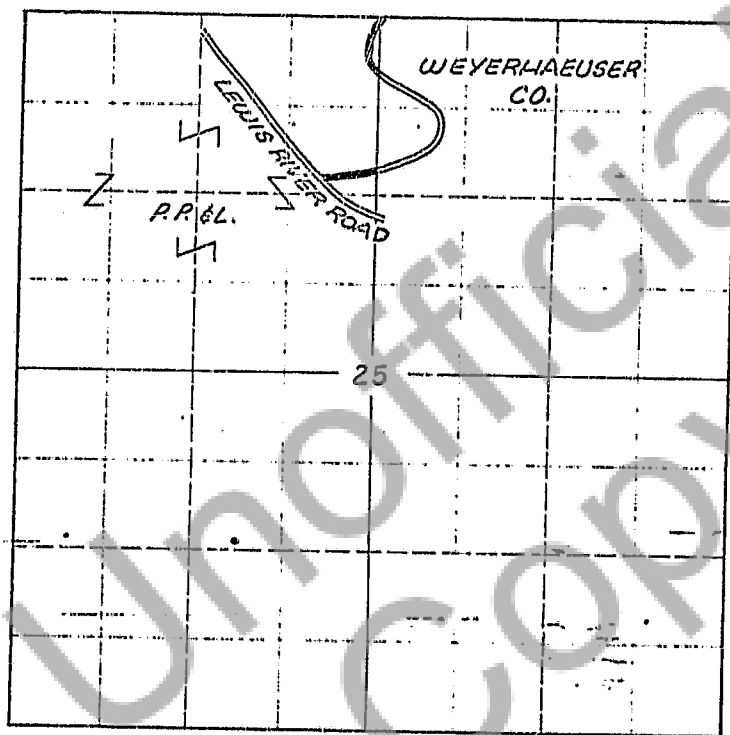


Exhibit 'A'

Sec. 25 Twp. 7N. Rge. 5E., W.M.

SKAMANIA County; WASH.