

TAN Contract
No. 7243

Easement Deed
No. 27033-W

BURLINGTON NORTHERN INC.

The Grantor, BURLINGTON NORTHERN INC., a Delaware corporation, in consideration of the sum of one dollar (\$1.00), receipt of which is hereby acknowledged, hereby grants unto PACIFIC POWER & LIGHT COMPANY, a Maine corporation, its successors and assigns, a non-exclusive easement and right of way for existing roads upon, over and across the following described premises situated in the County of Skamania, State of Washington, to-wit:

60h
A strip of land 60 feet in width over and across Government Lot two (2) of Section thirty-one (31) and Government Lots six (6) and nine (9) of Section twenty-nine (29) in Township seven (7) North, Range five (5) East of the Willamette Meridian, and located approximately as shown colored in red on Exhibit A attached hereto and made a part hereof, subject however to the terms and conditions of that certain agreement dated April 22, 1971, between Weyerhaeuser Company, International Paper Company, Burlington Northern Inc. and the State of Washington as recorded July 28, 1971, in Volume 63, Page 130 under Auditor's No. 73723, Records of Skamania County, Washington, and also a strip of land 60 feet in width over and across Government Lot nine (9) of Section twenty-nine (29), Township seven (7) North, Range five (5) East, W.M., and located approximately as colored in green on said Exhibit A, subject to all matters of public record.

This grant is made subject to the following terms, provisions and conditions applicable to Grantee, its permittees, contractors, and assigns.

- A. Except as hereinafter limited, Grantee shall have the right to use and to permit others, including Grantee's contractors, purchasers and permittees, to use the roads herein described without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management and utilization of Grantee's lands and facilities at the Swift Hydroelectric Project, subject to such traffic control regulations and rules as Grantor may reasonably impose upon or require of other users of the road and in a manner so as not to unreasonably interfere with use of the road by Grantor or other users of the road. Grantee shall have the right to reconstruct and maintain the roads herein described.
- B. Grantee shall have the right to cut and remove brush, and other obstructions within the right of way which, in the opinion of Grantee, interfere with the reconstruction, use and maintenance of the road; provided, however, that all merchantable timber cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the Grantor and decked along the road for disposal by the Grantor.
- C. The costs of road maintenance and resurfacing shall be allocated on the basis of the respective uses of the road as provided in the aforesaid Agreement dated April 22, 1971.

During periods when the Grantee uses the road or permits use by others for hauling of timber or other materials, Grantee will perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance occasioned by such use.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, purchasers, assigns, and successors in interest:

No. 1069
TRANSACTION EXCISE TAX

DEC 14 1971

Amount Paid \$1069
Shawna County Treasurer
By _____

- A. The right to cross and regress the right of way and any road thereon at any place along said road by any reasonable means and for any purposes and in such manner as will not interfere unreasonably with the use of said road.
- B. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and to such traffic control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights of Grantor hereby reserved.
- C. The right to all timber now or hereafter growing within the right of way, subject to Grantee's right to cut such timber as hereinbefore provided.

Grantee will assume all risk of, and indemnify and hold harmless, and, at its expense, defend Grantor from and against, any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whomsoever, including but not limited to employees of the Grantor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the Grantor, resulting partly or wholly, directly or indirectly from Grantee's exercise of the rights herein granted.

Grantee shall require its authorized permittees and contractors to obtain and maintain in force, during such times as they shall use said roads for commercial or heavy hauling purposes, a policy of liability insurance in a form generally acceptable in the industry and customary in the area, insuring said permittee or contractor in the amount of \$100,000 for injury or death to one person, \$300,000 for injury or death to two or more persons, and \$100,000 for damage to property, together with endorsements thereto naming the Grantor as an additional insured.

If for a period of five (5) years Grantee shall cease to use the road, or parts thereof, for the purposes herein granted, or shall abandon the same, this Easement shall terminate immediately, as fully and completely as if this indenture had not been made. In the event of such nonuse, the Grantee shall furnish a statement in recordable form evidencing such nonuse.

IN WITNESS WHEREOF, Grantor has executed this instrument on the 16th day of OCTOBER, 1971.

Attest:

BURLINGTON NORTHERN INC.

By

Secretary

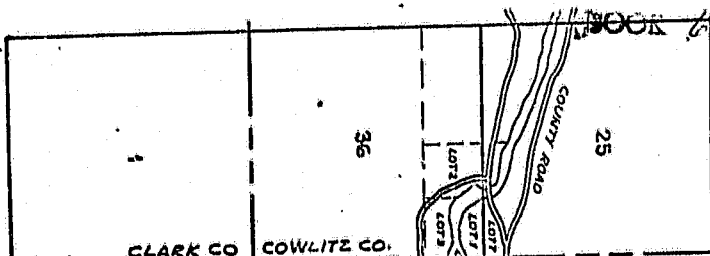
By

Vice President



-2-

R 4 E



DEC 14 1971

Amount Paid Eight
Richard W. Ramsey
Ramsey County Treasurer
Ramsey Co. Building

BOOK 63 PAGE 596

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss

On this 16th day of October, A.D., 1971, before me personally appeared C. R. BINGER, to me known to be the Vice President of Burlington Northern Inc., the corporation 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 last above written.



J. W. Thayer
J. W. THAYER
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Nov. 17, 1978

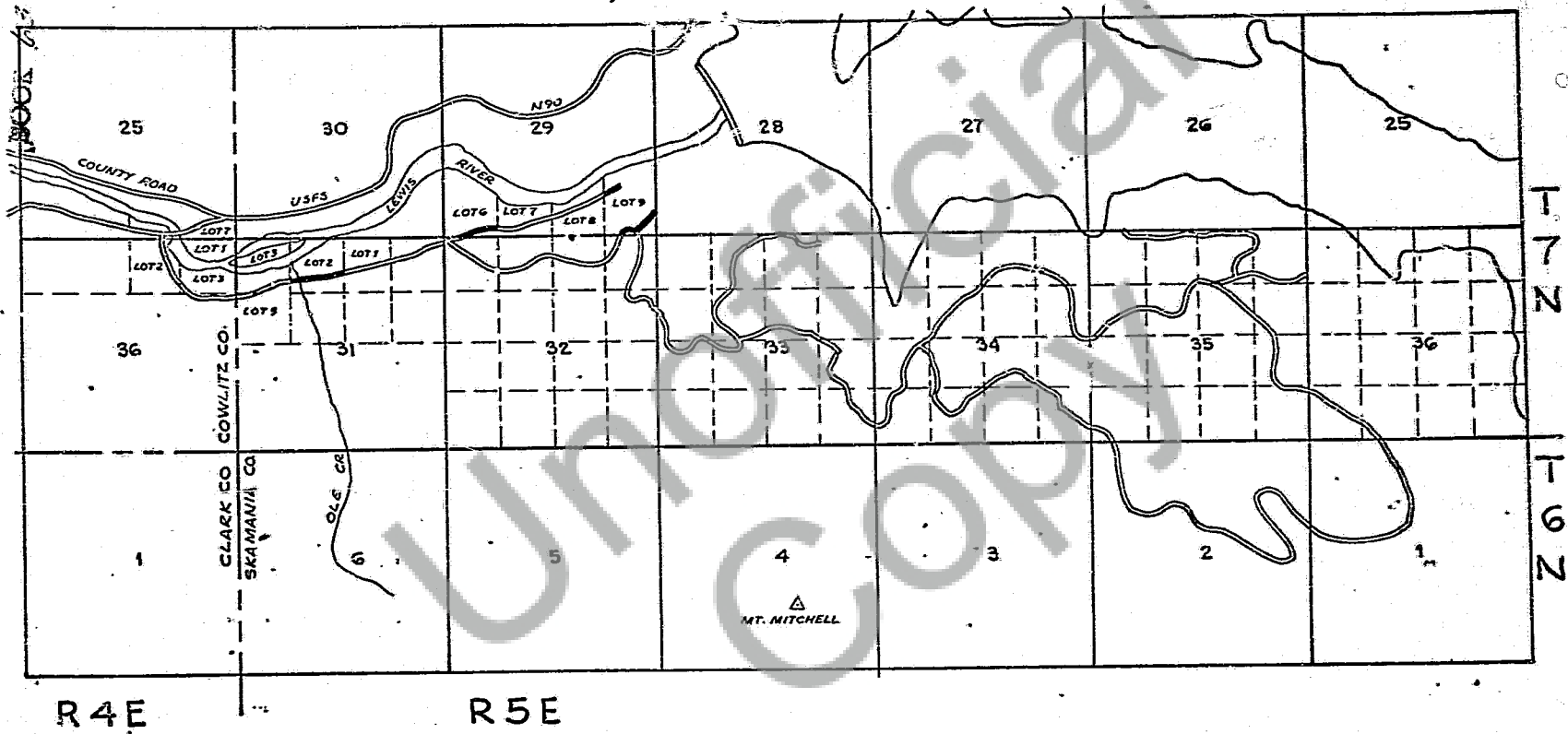


EXHIBIT "A"