

74729

722179

Vol 775 P1026

Filed for Record 1/10/71 19:17 A.M.  
 Records of Burlington Northern  
 JACK TRENT, Cowlitz County Auditor & Recorder

RIGHT OF WAY EASEMENT

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

A strip of land 60 feet in width over and across the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) and Government Lots 7 and 8, all in Section 34, Township 7 North, Range 6 East, Skamania County, the North Half of the North Half (N $\frac{1}{2}$ N $\frac{1}{2}$ ) of Section 21 and the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section 20, both in Township 6 North, Range 3 East, Cowlitz County, and located approximately as shown in red on Exhibits A and B attached hereto and by this reference made a part hereof, 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 or resources, 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 Grantee shall pay Grantor for any and all merchantable timber cut within said right of

1102

JAN 7 1971

not Recorded  
 and Certified to be a true and correct  
 Skamania County, Inc.

1971 Jan. County

722179

Vol. 775 P. 1027

way and for any forest products destroyed as a result of the reconstruction, use and maintenance of and for said roads at the prevailing market value thereon.

- C. 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.

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:

- A. The right at any time to construct, reconstruct, operate and maintain electric transmission and distribution lines and communication lines upon, over and across said road and the right to relocate or reconstruct said roads, or portions thereof, as may be required in connection with the construction, reconstruction, operation or maintenance of its hydroelectric project and reservoir and such transmission, distribution and communication lines.
- B. 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 shall indemnify and save harmless, its directors, officers and employees, harmless from and against any and all claims, cost, expenses or liabilities, including attorneys' fees, asserted by third persons for injuries

722179

PAGE 452

VOL 775 P 1028

to persons or damage to property, including property of Pacific, resulting directly from or arising out of the exercise of any rights or privileges hereunder by Grantee, its agents, employees, contractors or permittees.

A portion of said roads located in Section 34 as hereinbefore described may be within the Project Boundary of Federal Power Commission Project No. 2111 and the use thereof shall be subject to the provisions of the license for said Project No. 2111 and applicable rules and regulations of the Federal Power Commission.

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

\_\_\_\_\_ day of \_\_\_\_\_, 1971.

PACIFIC POWER & LIGHT COMPANY

By \_\_\_\_\_  
Vice President

Attest: \_\_\_\_\_  
Assistant Secretary

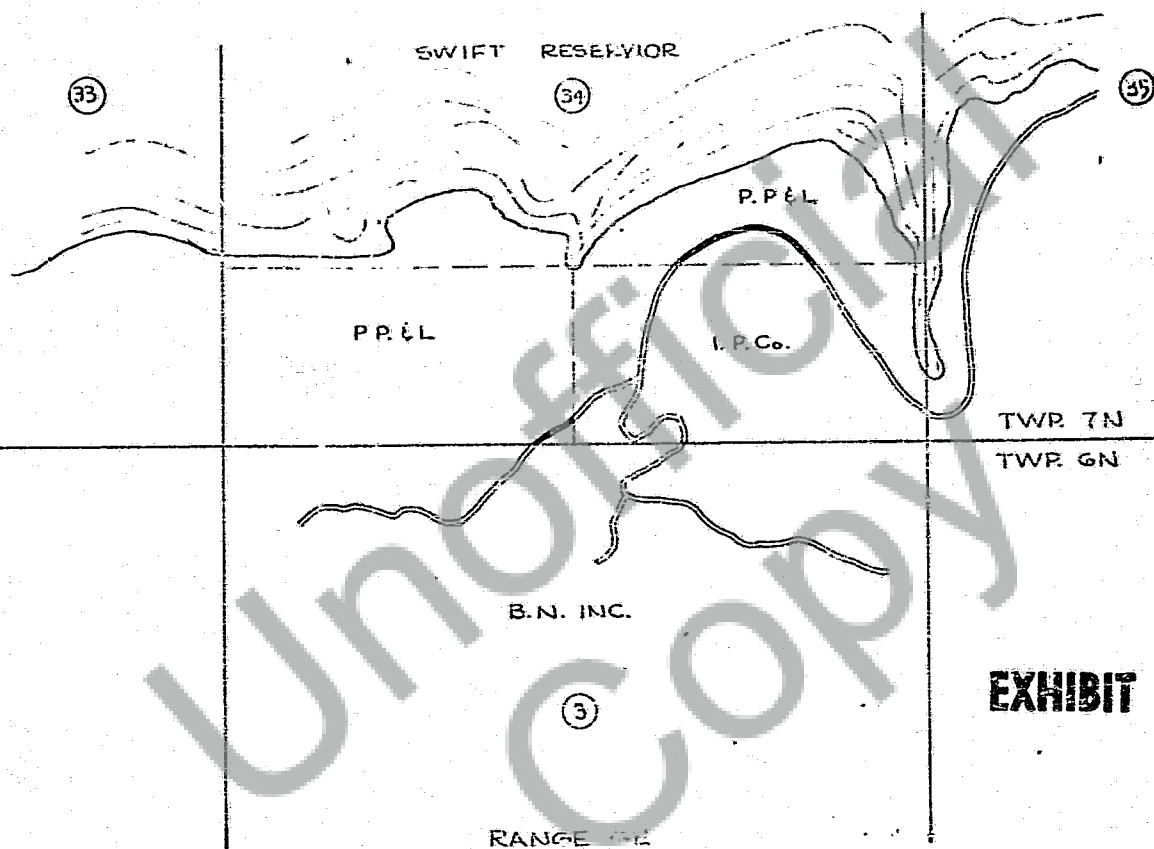
STATE OF OREGON )  
County of Multnomah ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1971, before me personally appeared G. E. Drennan, to me known to be the Vice President of Pacific Power & Light Company, 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.

Notary Public for Oregon  
My commission expires: \_\_\_\_\_



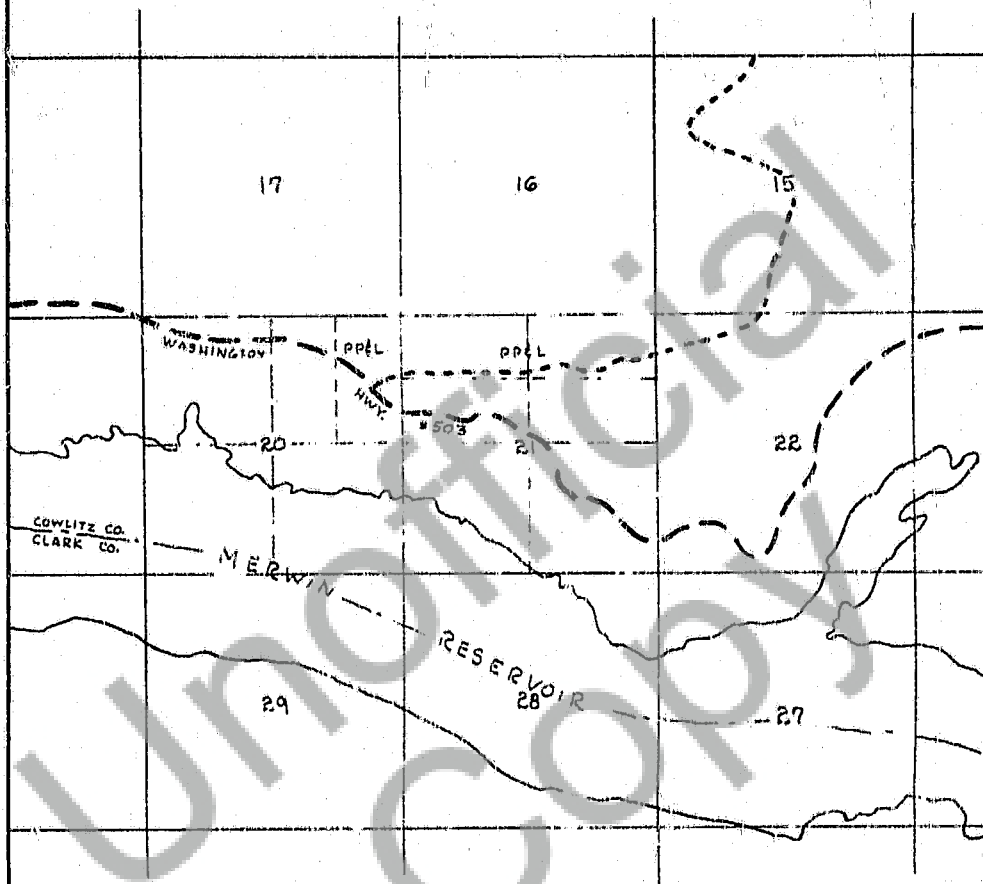


SCALE 1" = 1000'

**EXHIBIT 'A'**

MO. & 3 PAGE 65/  
VOL. 775 P1029

R. WILHELM 10-22-71



T. 6 N., R. 3 E.

EXHIBIT E

**PACIFIC POWER & LIGHT COMPANY**  
PORTLAND, OREGON

**APPROVED**

HEAD OF MISC. MACHINE

## SILENT

**OF**



12

DESIGN	19
DRAWN LFC	10-25 1971
CHECKED	19
APPROVED	19

SCALE 2"=1 MILE