

RIGHT OF WAY EASEMENT

PACIFIC POWER & LIGHT COMPANY, a Maine corporation, Pacific, hereby grants to WEYERHAEUSER COMPANY, a Washington corporation, Grantee, its successors and assigns, a nonexclusive easement and right to use and maintain an existing road for forestry and logging purposes, as the same is located on Pacific's real property described as follows:

The Southwest Quarter of the Southeast Quarter of Section 20, APR 19 1972
the Northwest Quarter of the Northeast Quarter of Section 20, paid 12.50
all in Township 7 North, Range 5 East, W.M., Skamania County, Washington, Skamania County Treasurer

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WASHINGTON COUNTY

together with the right to improve, widen, maintain and repair said existing road and utilize for such purposes a strip of land fifty (50) feet in width, being twenty-five (25) feet on each side of the centerline 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, all subject to the following terms and conditions:

1. The use of said road by Grantee hereunder shall be exercised in common with Pacific, its successors and assigns, and the licensees and invitees thereof and as further hereinafter provided.
2. Grantee shall fully comply with all Forest Protection Laws and regulations thereunder of the United States, the State of Washington, or other governmental bodies having jurisdiction.
3. Grantee shall pay Pacific the current market value of any merchantable timber on said right of way cut or damaged by Grantee.
4. Grantee shall indemnify and save Pacific, its directors, officers and employees, harmless from and against any and all claims, costs, expenses, or liabilities, including attorneys' fees, asserted by third persons, for injuries to persons or damage to property resulting directly from or arising out of the exercise of any rights or privileges hereunder by Grantee, its agents, employees, contractors or permittees.
5. 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 or others to whom Pacific may grant use rights shall use said road for heavy hauling purposes, Pacific or such others, in any year in which Grantee has expended funds to maintain said road, may respectively be required by Grantee to share in such maintenance expense in the proportion that Pacific's own use or the use by such others for such heavy hauling purposes bears to all such use for heavy hauling purposes.

6. Pacific reserves the right at any time to construct, reconstruct, operate and maintain electric transmission and distribution lines and communication lines upon, over and across the road and premises above described and the right to relocate or reconstruct said road, or portions thereof, as may be required in connection with the construction, reconstruction, operation or maintenance of its hydroelectric project and such transmission, distribution and communication lines.

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

DULY EXECUTED this 24th day of March, 1972.

PACIFIC POWER & LIGHT COMPANY

By J. E. Jensen
Vice President

Attest: W. S. Thompson
Assistant Secretary

STATE OF OREGON }
County of Multnomah } ss.

On the 24th day of March, 1972, personally appeared J. E. Jensen, 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:

J. T. Runyan
Notary Public for Oregon
My Commission Expires: _____

Sections 20 & 29 7 N - R 5 E
Paciflo Power & Light - weyerhaeuser Company

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SW $\frac{1}{4}$ NE $\frac{1}{4}$



Existing Road

1" = 400'

January 1972

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NW $\frac{1}{4}$ SE $\frac{1}{4}$

NE $\frac{1}{4}$ SE $\frac{1}{4}$

SW $\frac{1}{4}$ SE $\frac{1}{4}$

SE $\frac{1}{4}$ SE $\frac{1}{4}$

NW $\frac{1}{4}$ NE $\frac{1}{4}$

NE $\frac{1}{4}$ NE $\frac{1}{4}$

USFS