CORRECTIVE EASEMENT

PACIFICORP, a Maine corporation, doing business as PACIFIC POWER & LIGHT COMPANY, (Grantor), hereby grants to UNITED TELEPHONE COMPANY OF THE NORTHWEST, an Oregon corporation, and to its successors and assigns (Grantee), an easement and right of way to construct, operate and maintain overhead and underground communication facilities or system consisting of poles, anchors, guys, cables, wires, crossarms, and necessary fixtures and appurtenances in, over, under and upon the lands of Grantor, situated in the Northeast Quarter of the Southeast Quarter, Section 3, Township 3 North, Range 10 East, W.M. in the County of Skamania, State of Washington, and more particularly described in the Exhibit "A" attached hereto, and by this reference made a part hereof.

TOGETHER WITH the right to cut and trim such trees and shrubbery as may interfere with the construction, operation or maintenance of said communication facilities; and the right of ingress and egress as reasonably necessary over adjacent lands of Grantor for said purposes.

SUBJECT, HOWEVER, to the following conditions, to wit:

- 1. Grantee shall pay Grantor reasonable compensation for any damage caused by Grantee, or its agents, to any property of Grantor, on or in the vicinity of the above described real property, arising out of the construction, operation, maintenance, removal or existence of said communication facilities.
- 2. Grantee shall not relocate said communication facilities without prior written approval of Grantor.

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- 3. Grantee will indemnify and save harmless Grantor, its directors, officers and employees, against and from any and all suits, actions, claims and judgments based upon injury to or death of persons or damage to property, which in any manner may result from Grantee's use of or activities upon said lands.
- 4. All rights granted herein shall be subject to the superior right of Grantor.
- 5. All said communication facilities shall remain the property of Grantee, removable at the option of Grantee.
- 6. Grantee shall not cut merchantable timber, except in emergencies, without the prior written consent of Grantor, and shall pay to Grantor the stumpage value of all such timber when cut.
- 7. *11 such rights hereunder shall cease if and when such communication facilities have been abandoned.
- 8. This corrective easement is granted to correct that certain easement granted by PacifiCorp, a Maine corporation, doing business as Pacific Power & Light Company to United Telephone Company of the Northwest, an Oregon corporation on August 12, 1985 and recorded September 27, 1985 at Book 85, page 75 of Deeds in the Records of Skamania County, Washington as document 99976.

DATED this 15th day of	<u>May</u> , 1986.	
MAINE	PACIFIC POWER & LIGHT COMPANY By	5
Attest: Assigno Secretary	Vice President	
- 2 -		

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STATE OF	OKEGUN) 6 5.					
County of	Multnomah)					
	The foreg	oing instr	ument was a	cknowledged :	before me	this 15	th day
of	Ma,			Rodney M			,
				corporation,		iness as	PACIFIC
POWER & L	IGHT COMPA	NY, on beh	alf of the	corporation.		46.	

NOTARL S

Notary Public for Oxegon
My commission expires: June 9, 1990

FILED FOR RECORD
SKAMMAC MASH
BY PROTEIC COURS 4
LIGHT CO.
MAY 21 3 03 FM 86
d. Vair, Dep.
AUDITUR
CARY M. OLSON

REAL ESTATE EXCISE TAX
MAY 2 1 1986
PAID
SKAMANIA COUNTY TREASURER

