

115198

BOOK 132 PAGE 670

PACIFIC POWER & UTAH POWER
PACIFICORP

Registered
Indirect
Filed
Mailed

EASEMENT

PACIFICORP, an Oregon 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), for \$250.00, a nonexclusive easement and right of way to underbuild on the line of PUBLIC UTILITY DISTRICT NO. 1 OF KLICKITAT COUNTY ("PUD No. 1") and to construct, operate and maintain overhead and underground communication facilities or systems consisting of guys, wires, crossarms, and necessary fixtures and appurtenances in, over, under and upon the lands of Grantor, situated in the Northeast Quarter of the Northwest Quarter, Section 2, 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 of ingress and egress as reasonably necessary over adjacent lands of Grantor for said purposes.

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

1. Grantor grants unto Grantee, its successors and assigns, the right, privilege and authority to trim or remove any trees, brush or materials as may now or hereafter interfere with or endanger the successful construction, operation and maintenance of said communications line, subject however to the prior written approval of Grantor to all such work. 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.

REAL ESTATE EXCISE TAX

DEC 23 1992

3.20
dw

PD-13-WA-478/EA PAGE 1

15450

United Telephone

DEC 23 3 12 PM '92

P. Lowry

GAB. J. L. SON

Glenn J. Kimmel, Skamania County Assessor
Phone # 3-10-2-400

3. Grantee will indemnify and save harmless and, at Grantor's election, with counsel satisfactory to and in consultation with Grantor, defend Grantor, its directors, officers and employees, against and from any and all suits, actions, losses, liabilities, costs, expenses (including attorney fees at or in contemplation of trial, appeal, review of other proceeding, including any arbitration or bankruptcy proceeding), claims and judgments based upon injury to or death of persons or damage to property, which in any manner may arise out of or relate to Grantee's use of or activities upon said lands.

4. All rights granted herein shall be subject to and conditioned upon Grantee obtaining and maintaining the agreement of PUD No. 1 to underbuild on its line so long as Grantee's line is above ground or otherwise associated with the PUD No. 1 facilities and systems. This easement is subject to all matters of record and rights of parties in possession.

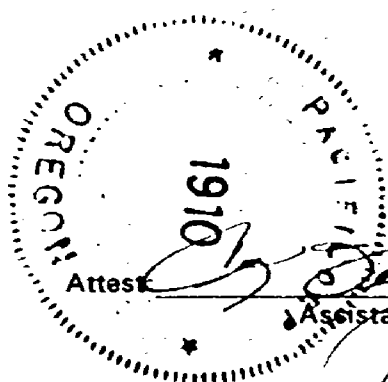
5. All said communication facilities shall remain the property of Grantee, removable at the option of Grantee.

6. Grantee shall not cut or trim any trees or 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. Grantor hereby reserves the right, in Grantor's sole discretion, to use the subject lands for any and all purposes Grantor deems appropriate, and to require realignment or burying of the distribution line and relocation or removal of appurtenant facilities at Grantee's expense, upon demand by Grantor. Grantor also reserves the right, in Grantor's sole discretion, to terminate this easement and all Grantee's rights hereunder upon not less than 60 days' prior written notice to Grantee in the event, and to the extent Grantor removes or disallows continued use of the dwellings served by said line. In the event of any such termination or, if any such line is required to be relocated or buried as provided above, Grantee shall promptly remove, relocate or bury its property, as applicable, and shall execute and deliver to Grantor upon demand a recordable instrument terminating or amending this easement to reflect such relocation or burying, as applicable.

8. All such rights hereunder shall cease if and when such communication facilities have been abandoned.

DATED this 5th day of NOVEMBER, 1992.



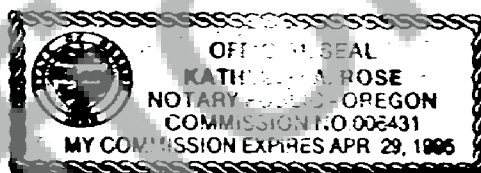
PACIFICORP, doing business as
PACIFIC POWER & LIGHT COMPANY

By

Lee D. Weislogel
Vice President

Attest [Signature]
Assistant Secretary

STATE OF OREGON)
) ss.
County of Multnomah)



The foregoing instrument was acknowledged before me this 5th day of NOVEMBER, 1992, by LEE D. WEISLOGEL, a Vice President of PACIFICORP, an Oregon corporation, doing business as PACIFIC POWER & LIGHT COMPANY, on behalf of the corporation.

Katharine A. Rose
Notary Public for Oregon

My commission expires: 4-29-95

BOOK 132 PAGE 473

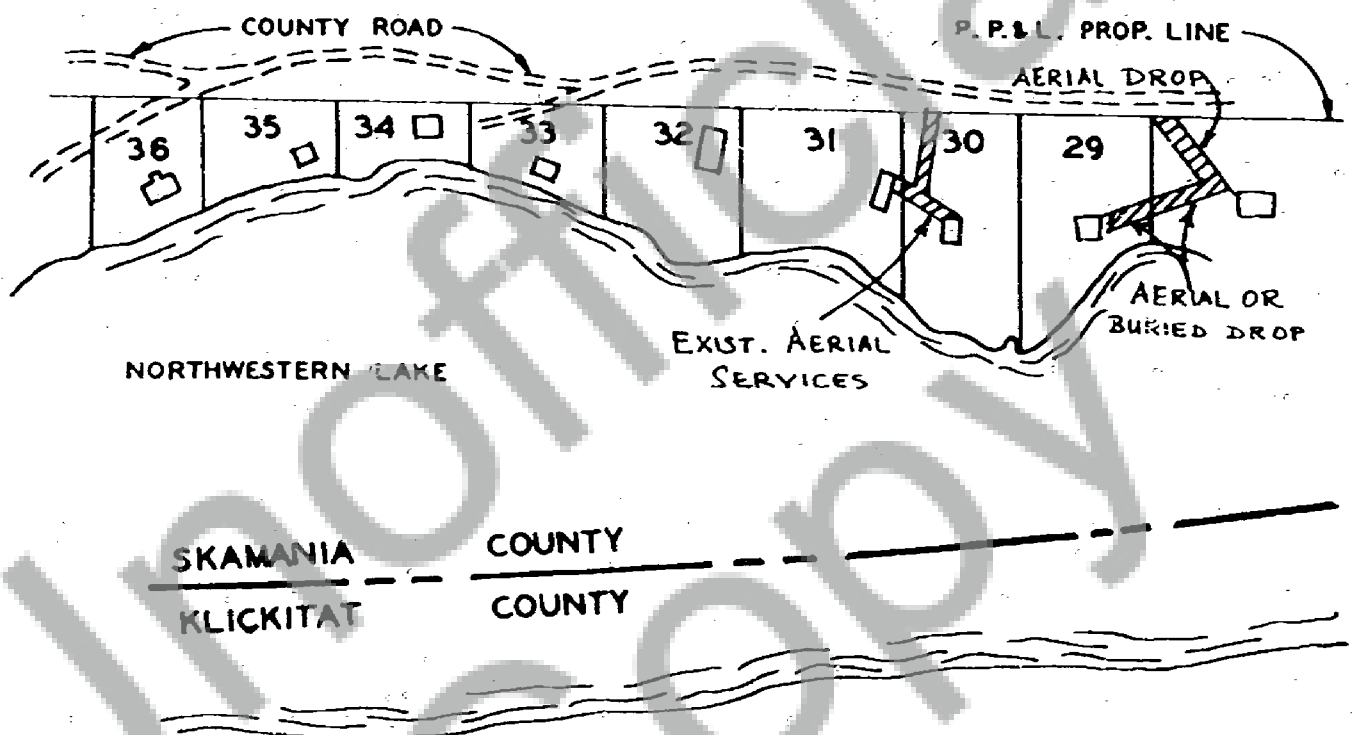
LEGEND

TELEPHONE EASEMENT - 

EASEMENT TO UNITED TELEPHONE COMPANY



NW QTR. SEC. 2
T.3N..R.10E..W.M.
Skamania County, WA



NORTHWESTERN LAKE
CABIN SITES

EXHIBIT "A"

DISTRICT _____		
NAME _____	FILE NO. _____	_____
LOCATION SITE NO.	E.R. NO. _____	_____
MAP NO. 3	W.O. _____	_____
DRAWN _____ 19__		

PACIFICORP, doing business as
PACIFIC POWER & LIGHT COMPANY

SCALE **1"=200'**

FORM 2700-4/74 GWT 12/75