

111336

115554

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CORRECTION EASEMENT

PACIFICORP, an Oregon corporation, doing business as PACIFIC POWER & LIGHT COMPANY, hereinafter called "Grantor," for and in consideration of three hundred dollars (\$300.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants to the UNITED STATES OF AMERICA, acting by and through the Forest Service, U.S. Department of Agriculture, and its assigns, hereinafter called "Grantee," a perpetual easement and right of way for the reconstruction, enlargement, use and maintenance of an existing road of varying widths, and for the construction of a new bridge over and across Grantor's lands situated in Government Lots 1 and 3 of Section 26, Township 7 North, Range 6 East, W.M., Skamania County, State of Washington, lying along and on each side of the following described centerline, as surveyed by Federal Highway Administration, to wit:

Beginning at the north one quarter corner of said Section 26;

thence South 47° 14' 47" East, 1815.10 feet, to Engineer's Station 0+49.20, THE TRUE POINT OF BEGINNING;

thence along said centerline on the arc of a 14° 45' curve to the right, a distance of 357.40 feet, to Engineer's Station 4+06.60;

thence South 79° 26' East, 1.21 feet;

thence on the arc of a 14° 30' curve to the right, a distance of 327.82 feet;

thence South 31° 54' East, 466.35 feet;

thence on the arc of a 14° curve to the right, a distance of 205.71 feet;

thence South 3° 06' East, 168.46 feet;

thence on the arc of a 3° curve to the right, a distance of 229.44 feet, to Engineer's Station 18+05.59, THE TRUE POINT OF ENDING.

The various widths thereof on each side of centerline, as determined running with Engineer's Stationing in an easterly and southerly direction on the above described centerline, are as follows:

Registered ☒  
 Indexed, Jr ☒  
 Indexed ☒  
 Filmed 6-10-41 ☒  
 Mailed ☒

This document is being rerecorded to add plat.

Glenda J. Kimball, Skamania County Assessor  
 By: [Signature] Per: [Signature]  
 6/15/91

2-11-93

Exempt  
 Indirect  
 Indirect  
 Indirect  
 Indirect

14332

REAL ESTATE TAXES

Exempt

Indirect

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<u>Engineer's Station</u>	<u>Left (in feet)</u>	<u>Right (in feet)</u>
0+49.20 to 6+00	Existing R/W	---
6+00 to 6+50	33 tapering to 60	---
6+50 to 7+35.63	60	---
7+35.63 to 8+50	60 tapering to 33	---
8+00 to 18+05.59	Existing R/W	---
0+49.20 to 4+00	---	Existing R/W
4+00 to 5+50	---	40 tapering to 60
5+50 to 6+00	---	60 tapering to 95
6+00 to 7+35.63	---	95 tapering to 80
7+35.63 to 8+00	---	80 tapering to 60
8+00 to 8+50	---	60 tapering to 50
8+50 to 11+00	---	50
11+00 to 12+01.98	---	50 tapering to 80
12+01.98 to 14+07.69	---	80 tapering to 50
14+07.69 to 15+00	---	50 tapering to 40
15+00 to 17+00	---	40
17+00 to 17+50	---	40 tapering to 33
17+50 to 18+05.59	---	Existing R/W

Except therefrom any portion of above described strip of land previously conveyed by Easement dated July 14, 1958, recorded at Skamania County, July 17, 1958, on Page 125 in Book 45 of Deeds.

TOGETHER WITH reasonable rights of ingress and egress to said lands for the purposes designated.

SUBJECT TO AND UPON the following terms and conditions:

1. Grantor reserves to itself, its successors and assigns, the right to use the road and bridge hereunder free of charge in such manner as not to unreasonably interfere with the use of said road and bridge by the Grantee, or its authorized users.

2. Grantee may extend rights and privileges for use of the said easement to other government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public.

3. Grantor reserves to itself, its successors and assigns all timber on said easement, provided that the Grantee or its assigns shall have the right to cut such timber upon the easement to the extent necessary for

reconstruction or betterment of said road, which timber unless otherwise agreed, shall be cut into logs of standard lengths and decked along the easement for disposal by Grantor.

4. Grantor reserves to itself, its successors and assigns the right to cross and recross the easement at any point and for any purpose in such a manner as will not materially interfere with Grantee's use of the road.

5. Grantor reserves the right at any time to install, construct, reconstruct, use, operate and maintain electric transmission, distribution and communication lines over and across the said easement in such a manner as will not materially interfere with Grantee's use of said road and bridge.

6. Grantee, in the use of the easement hereby granted, shall comply with all applicable laws, rules and regulations respecting the construction and use of said road and bridge upon said easement, including but not limited to restoration of lands and prevention of erosion.

7. The foregoing grant is made subject to all liens and encumbrances which may affect the strips of land within the said right of way, and the word "grant" as used herein shall not be deemed to be a covenant against the existence of any such liens and encumbrances.

8. Grantee will receive and consider any claims which arise from personal injury or death, or damages to or destruction of property resulting partly or wholly, directly or indirectly, from exercise of any rights granted under this easement; provided, however, that nothing herein shall find or obligate the Government for any liability beyond that for which it would be liable under the Federal Tort Claims Act.

9. If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, or if at any time the Regional Forester determines that the road, or any segment

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thereof, is no longer needed, the easement traversed thereby shall terminate and all rights hereunder shall revert to Grantor. In the event of such nonuse or such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing termination.

10. This easement is granted subject to all the terms and conditions of License No. 2111 from the Federal Energy Regulatory Commission relating to Grantor's Swift Project.

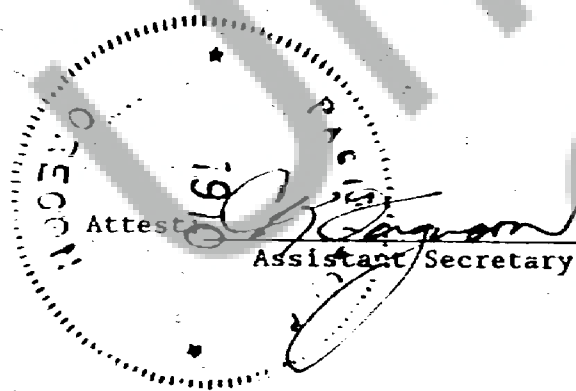
11. Grantor shall not be responsible to Grantee for any damage, other than that caused by the negligence of Grantor, to bridges, causeways or roads constructed upon the property described herein which may be caused by floods or by the construction, reconstruction, operation or maintenance of Grantor's hydroelectric projects and reservoirs.

THIS INSTRUMENT is granted and recorded to correct errors in the description contained in the easement executed by Grantor on December 3, 1987 and recorded on February 2, 1988 in Book 108, Page 283, Records of Skamania County, Washington.

IN WITNESS WHEREOF Grantor has caused this easement to be executed by its duly authorized officers and its corporate seal affixed hereto this 19th day of April, 1991.

PACIFICORP, doing business as  
PACIFIC POWER & LIGHT COMPANY

By [Signature]  
Vice President  
(Grantor)



Assistant Secretary

015539  
REAL ESTATE EXCISE TAX

FEB 11 1993

PAID [Signature]

[Signature]  
SKAMANIA COUNTY TREASURER

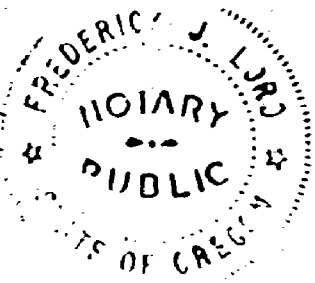
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STATE OF OREGON     )  
                              ) ss.  
County of Multnomah)

The foregoing instrument was acknowledged before me this  
19<sup>th</sup> day of April, 1991, by Lee D. Webster, Vice President  
of PACIFICORP, doing business as PACIFIC POWER & LIGHT COMPANY, an Oregon  
corporation, on behalf of the corporation.

Frederick J. Laro  
Notary Public for Oregon  
My commission expires: 27 Aug 1992



FILED IN CLERK'S  
OFFICE  
BY USA  
FEB 11 4 43 PM '93  
CLERK  
SON

