



SEP 5 9 42 AM '95

P. Lowry
EDITOR

GARY M. OLSON

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123229

All of the Northeast Quarter of the Northeast Quarter of Section Fifteen in Township Three (3) North of Range Ten (10) East of the Willamette Meridian, containing forty (40) acres, more or less.

Said easement and right of way is 20 feet wide, 10 feet on each side of the following described centerline as shown on attached Exhibit "A," by this reference made a part hereof:

Property Benefitted by the Easement. The easement shall be appurtenant to and for the benefit of the following described real property:

Beginning at a point on the South line of the Northeast one-quarter of Section 15, Township 3 North, Range 10 East, of the Willamette Meridian, bearing South 89° 52' 30" West, 1293.59 feet from the Southeast corner of said Section;

**Thence North 01° 03' 46" East, 2590.21 feet to the North line of said Section;
Thence along said North line, North 89° 21' 25" West, 650.12 feet;
Thence South 00° 59' 12" West, 1806.86 feet;
Thence North 89° 52' 30" East, 165.00 feet;
Thence South 00° 59' 12" West, 792.00 feet to a point which bears S 00° 00' E**

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SEP 15 1995

PAID

SKAMANIA COUNTY TREASURER

89° 52' 30" West from the POINT OF BEGINNING;
Thence North 89° 52' 30" East, 481.79 feet to the POINT OF BEGINNING.
Contains 35.6 acres.

EXCEPT that portion of Lot 1 of Ed Grove short plat recorded July 25, 1991 in Book 3 of Short Plats at Page 197, Records of Skamania County, Washington.

Parcel 2:

Commencing at the South Quarter corner of Section 10, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington and running thence east along the South line of said Section 504.45 feet;

Thence North 00° 51' 09" East, 737.23 feet, more or less, to the South line of the Bonneville Power Administration Right of Way;

Thence Easterly along the South line of said Right of Way to a point 400 feet Westerly from the Centerline of the White Salmon River;

Thence Southerly along a line 400 feet Westerly from the Centerline of the White Salmon River to the South line of said Section 10;

Thence West along said South line to the point of beginning.

EXCEPT that portion thereof lying within the Southeast Quarter of the Southeast Quarter of said Section 10.

RESERVING unto Grantor, its successors and assigns, the right to patrol, operate, maintain, construct and reconstruct any transmission or distribution line or lines, including the appurtenances thereto, which may now exist or may hereafter be constructed upon, over or across said real property of Grantor.

Grantee's Right to Use. The Grantee shall have the right to use the easement for forest management, farm use and a single private residence. Use of the road for commercial or residential development or recreational cabin use is specifically prohibited.

Road Maintenance and Cost Sharing. Grantee shall be responsible for all repair and maintenance of said road to the extent arising out of Grantee's use thereof. Grantor 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 Grantor or others to whom Grantor has or may grant use rights shall use said road for heavy hauling purposes, Grantor 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 Grantor's own use or the use by such others for heavy hauling purposes bears to all such use for heavy hauling purposes.

Assumption of Risk. Grantee assumes all risks in connection with its use of said road and shall indemnify and hold Grantor, its directors, officers, employees and agents,

harmless against and from any and all claims, suits, damages, loss or expense, including attorneys' fees, for injury to or death of persons or damage to property, including property of Grantor, caused by or in any way arising out of Grantee's exercise of the rights granted herein.

Grantor's Right to Use. There is reserved to Grantor, its successors and assigns, the right at all times to enter upon and occupy said road for the purpose of constructing, operating and managing its lands or facilities, or any other purpose in connection with its operations. Grantee shall at all times use said road so as not to interfere with such use by Grantor.

Ownership of Improvements. All improvements made by the Grantee shall remain the property of the Grantee, removable at Grantee's option.

Timber. Grantee shall have the right to cut timber within the described easement for the forest management road to the extent necessary for constructing or maintaining said road. Such timber shall be sold by Grantee at the prevailing market prices, as evidenced by the mill receipts, with the proceeds of any such sale being paid to Grantor within 30 days of such sale.

Gate. Grantee shall maintain and keep locked at all times with a lock of its choosing, a steel gate across the road easement hereby granted, and thereby to deny access thereto to any person at any time, provided that Grantor shall be provided with a separate lock in order that Grantor may use said road for access to the lands of Grantor. Grantor may, at its option, install its own lock in the chain on the gate.

The gate shall be installed and maintained by Grantee at a point within 50' of Orchard Lane on said road as Grantor and Grantee shall mutually select. The intent is to control unauthorized vehicular traffic north on said road.

Grantee shall coordinate with Grantor to insure that said gate is kept closed at all times; excepting during agreed times on behalf of either Grantee or Grantor.

Compliance with Laws. Grantee shall, in all its operations or activities over and across Grantor's lands, observe and obey all applicable federal, state and local laws, rules and regulations.

Prior Easement. This easement shall supersede and replace any prior recorded or unrecorded easement granted by Pacific Power & Light Company to Grantees, and any said prior easement or easements are declared null and void.

All rights herein granted shall cease when said road has not been used by Grantee for a period of two years, in which case Grantee shall, upon request, execute and deliver to Grantor, its successors or assigns, an appropriate instrument quitclaiming

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surrendering all rights arising out of the within easement.

Dated this 27th day of June, 1995.

GRANTOR: PACIFICORP, an Oregon corporation

By: Thomas W. Forsgren
Vice President

STATE OF Oregon)
) ss.
County of Multnomah)

I certify that I know or have satisfactory evidence that THOMAS W. FORSGREN is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that was authorized to execute the instrument and acknowledged it as the Vice President of PACIFICORP, an Oregon corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 27, 1995
Alicia G. Campbell
Notary Public for OREGON
My appointment expires: 6/28/99



