



PLEASE RETURN DOCUMENTS TO:  
DANA JONES - PROPERTY MGMT.  
PACIFIC POWER & LIGHT  
920 S.W. 6TH AVE., ROOM 1030  
PORTLAND, OR. 97204

PD: WSK0039

125599

RIGHT OF WAY EASEMENT

BOOK 158 PAGE 34

PACIFICORP, an Oregon corporation (Pacific), for the sum of Two Hundred and Fifty (\$250.00) Dollars, hereby grants unto BILL FULTON (Grantee), a nonexclusive easement for the construction and maintenance of a road, 20 feet in width, over and across Grantor's real property described as follows:

That portion of Grantor's property located in the SW 1/4 NE 1/4 and NW 1/4 SE 1/4 Section 3, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington, being 10 feet on each side of the following described centerline, to wit:

Commencing at the most northerly corner of Lot 11 of NORTHWESTERN LAKE DEVELOPMENT SUBDIVISION, which point is on the north-south centerline of said Section as shown on the map thereof recorded in Book B, Page 73 of Plats, records of said County; thence

North 01°36'08" West, 152.68 feet along centerline to an intersection with the centerline of Little Buck Creek Road; thence South 41°52'09" East, 219.02 feet along said road centerline to the point of beginning of this description;

thence along the following courses, South 45°47'35" West, 43.46 feet; South 39°32'47" West, 50.18 feet; South 57°52'00" West, 12.05 feet; South 71°27'52" West, 15.15 feet; South 73°14'03" West, 12.06 feet; North 76°00'00" West, 13.00 feet; North 70°32'08" West, 29.49 feet to said north-south section centerline (from which said center of section bears North 01°36'08" West, 81.24 feet) and there terminating.

SUBJECT TO AND UPON the following conditions:

1. The purpose of this easement is to provide Grantee with vehicular access to Grantee's adjacent real property.
2. Pacific hereby reserves the right to use the road for any and all purposes and to grant similar rights to others, so long as such use does not unreasonably interfere with Grantee's exercise of the rights granted herein.
3. Pacific does not guarantee the condition of said Easement or subgrade for the purposes herein stated, and is not responsible for the maintenance thereof. Grantee shall be responsible for all repair and maintenance of said road to the extent arising out of Grantee's use thereof.

REAL ESTATE EXCISE TAX

1

18151

JUN 27 1996

PAID

6.40

SKAMANIA COUNTY TREASURER

Gary H. Martin, Skamania County Assessor  
Book 158-26, Parcel 11-10-3-300 pth. 2  
EASEMENT  
JUN 27 1996

4. Grantee shall provide Pacific with construction drawings and plans of the proposed road and shall make no improvements or alterations on Pacific's property, without Pacific's written approval of said plans.

5. In addition to the \$250.00 consideration fee described above, a one time payment of \$250.00 will be paid 21 days after Grantee's receipt of fully executed Easement, in consideration for timber to be cut within the premises for the construction of Grantee's access road.

6. Grantee, in the use of the rights herein granted, shall take all reasonable precautions to prevent unusual soil erosion on Pacific's real property, including the area around the access road. No spoil or slash resulting from the construction, use and maintenance of said road on Pacific's land shall be disposed of on Pacific's real property. No side casting of grading material will be allowed. All disturbed area outside of the easement area shall be minimized and reseeded with native grasses or otherwise restored at Grantee's expense and to Pacific's satisfaction within 120 days of such disturbance.

7. Pacific reserves the right at any time to construct, reconstruct, operate and maintain electric transmission, distribution and communication lines upon, over, across and under the road above described and the right to relocate or reconstruct said road, or portions thereof, as may be required in connection with the construction, expansion, operation or maintenance of its Condit Hydroelectric Project, or in the furtherance of its own forest management practices. In the construction, use and maintenance of said road, Grantee shall maintain access to the existing distribution facilities located on Pacific's real property.

8. Grantee assumes all risks in connection with its use of said road and shall indemnify and hold Pacific, its directors, officers, employees and agents, harmless against and from any and all claims, suits, damages, loss or expense, including attorney's fees, for injury to or death of persons or damage to property, including property of Pacific, caused by or in any way arising out of Grantee's exercise of the rights granted herein.

9. All rights hereunder shall terminate if Grantee shall abandon its use of said road, in which case Grantee shall, upon request, execute and deliver to Pacific, its successors or assigns, an appropriate



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instrument quitclaiming and surrendering all rights arising out of the within easement.

10. This easement is subject to all existing rights of way and encumbrances of record.

11. This easement is binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

DATED this 23 day of MAY, 1996.

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Pacificorp

JUN 27 3 34 PM '96  
Robinson  
AUDITOR  
GARY M. OLSON

PACIFICORP

By: Mike Rippet  
Asst. Vice President

STATE OF OREGON )  
County of Multnomah ) ss.

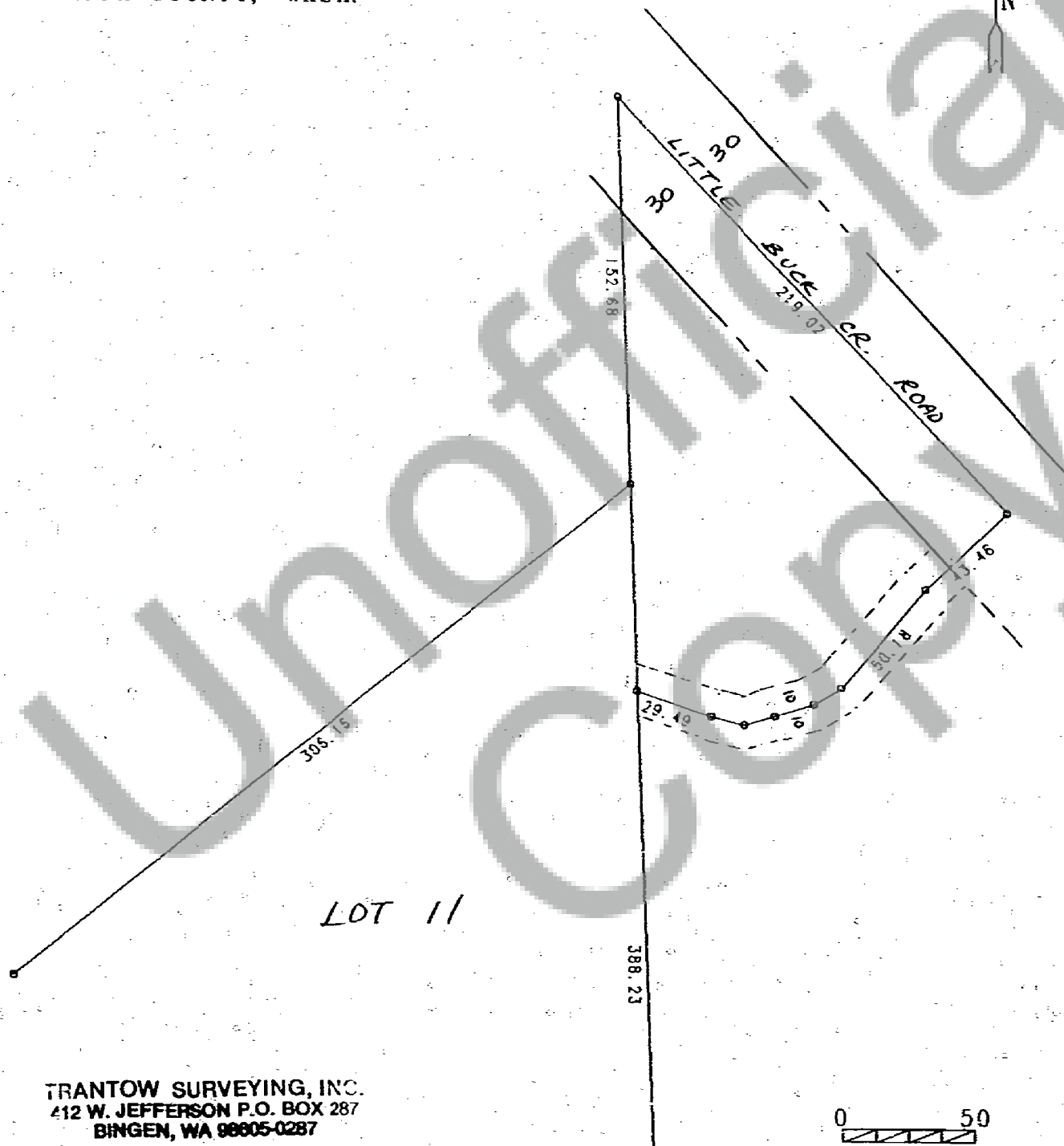
The foregoing instrument was acknowledged before me this 23 day of MAY, 1996, by MIKE RIPPET, Assistant Vice President of PACIFICORP, an Oregon corporation, on behalf of the corporation.



Dana Lee Jones  
Notary Public for Oregon  
My commission expires: 4/25/99

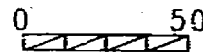
FULTON ROAD CENTERLINES  
S. 3, T3N, R10E  
SKAMANIA COUNTY, WASH.

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TRANTOW SURVEYING, INC.  
412 W. JEFFERSON P.O. BOX 287  
BINGEN, WA 98605-0287

509-493-341



14 April 1996