

RETURN TO:
PACIFICORP
920 S.W. SIXTH AVE., #1030
PORTLAND, OR 97204

130212

BOOK 172 PAGE 386

FILED
SKAMANIA COUNTY
BY *PacificCorp*

JUN 9 4 17 PM '98

REAL ESTATE EXCISE TAX

AUG - 5 1997

PAID 24

Deary
AUDITOR
GARY H. OLSON

SKAMANIA COUNTY TREASURER RIGHT OF WAY EASEMENT

NORTHWESTERN LAKE DEVELOPMENT HOMEOWNERS' ASSOCIATION, a non-profit Washington corporation (Grantor), for good and valuable consideration hereby grants unto PACIFICORP, an Oregon corporation, doing business as PACIFIC POWER & LIGHT COMPANY (Grantee), a nonexclusive easement for use of an existing road over and across Grantor's real property located in E1/2 NE1/4 SW1/4 of Section 3, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington as more particularly shown on the attached Exhibit A, on page 3.

TAX LOT 225

Gary H. Martin, Skamania County Assessor
Date 6/1/98 Parcel # 3-10-3-225
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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. Grantor hereby reserves the right to use the road for any and all purposes so long as such use does not unreasonably interfere with Grantee's exercise of the rights granted herein.
3. Grantee shall be responsible for the repair and maintenance of said road in accordance with that Road Agreement between PacificCorp and Northwestern Lake Development Homeowner's Association and executed concurrently with easement, the terms of which are fully incorporated herein.
4. 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 attorney's 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.

5. 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 Grantor, its successors or assigns, an appropriate instrument quitclaiming and surrendering all rights arising out of the within easement.
6. This easement is subject to all existing rights of way and encumbrances of record.
7. This easement is binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

DATED this 11th day of July, 1997.

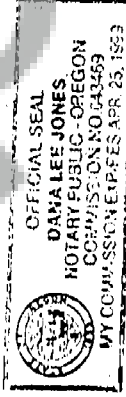
NORTHWESTERN LAKE DEVELOPMENT
HOMEOWNER'S ASSOCIATION

Mark King
Mark King, President

STATE OF OREGON)

County of MULTNOMAH) ss.

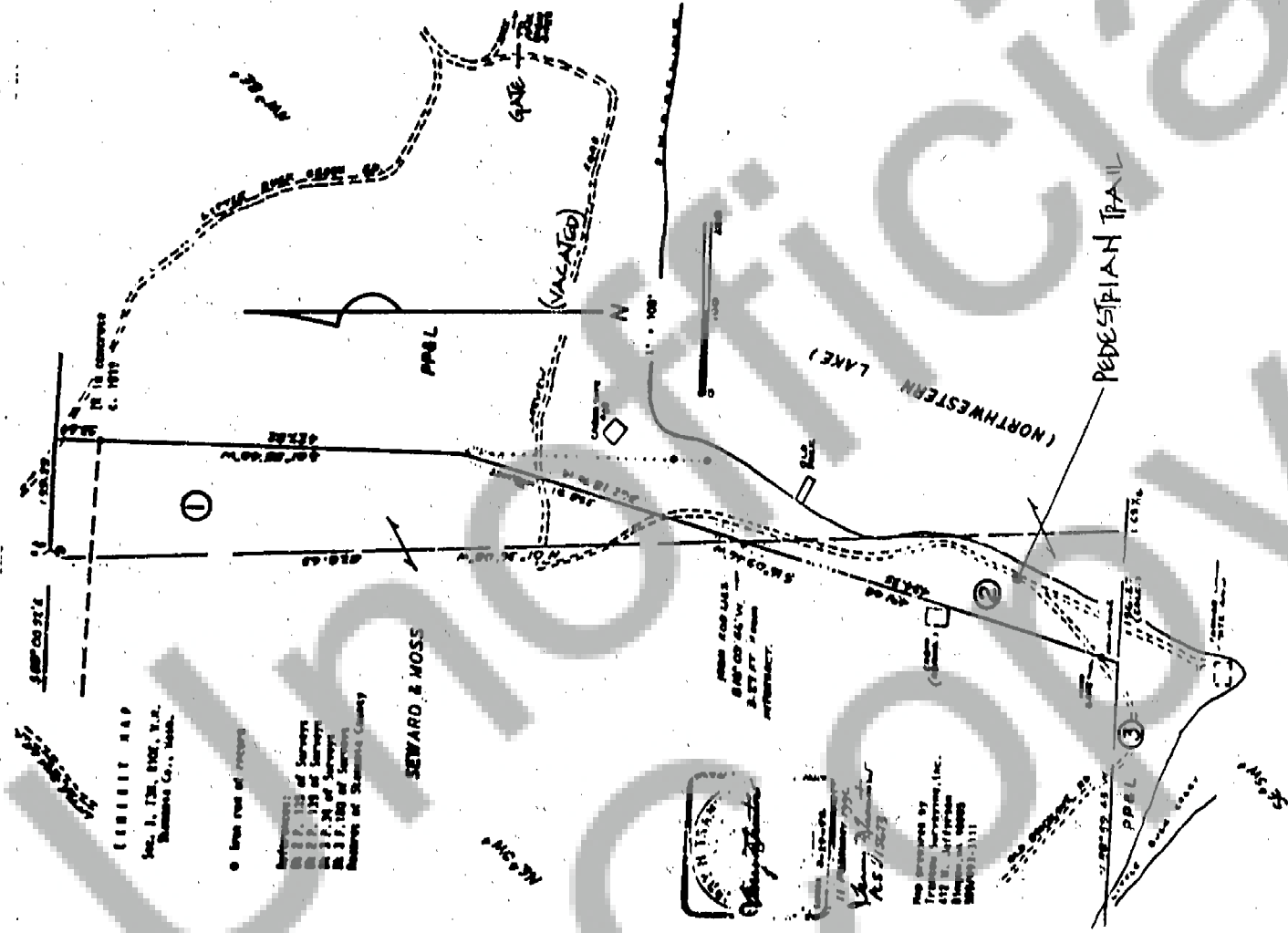
The foregoing instrument was acknowledged before me this 11th day of July, 1997, by MARK KING, Director, NORTHWESTERN LAKE DEVELOPMENT HOMEOWNER'S ASSOCIATION, a Washington non-profit corporation.



Dana Lee Jones

Notary Public for Oregon

My commission expires 4/25/99



ALBERTA