

130213

RETURN TO:
NORTHWESTERN LAKE HOMEOWNERS
ATTN: MARK KING
172 UPPER LAKEVIEW ROAD
WHITE SALMON, WA 98672

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FILED IN CLERK'S OFFICE
SKAMANIA COUNTY CLERK
BY PacificCorp

JUL 9 4 27 PM '98

O'Leary

AUCTIONEER
GARY H. OLSON

WA
REAL ESTATE EXCISE TAX

AUG - 5 1997

PAID WA

SKAMANIA COUNTY TREASURER

RIGHT OF WAY EASEMENT

PACIFICORP, an Oregon corporation, doing business as PACIFIC POWER & LIGHT COMPANY (Grantor), for good and valuable consideration hereby grants unto NORTHWESTERN LAKE DEVELOPMENT HOMEOWNERS' ASSOCIATION, a non-profit Washington corporation (Grantee), a nonexclusive easement for use of an existing road over and across Grantor's real property located in NW1/4 SE1/4 and SE1/4 NE1/4 SW1/4 and NE1/4 SE1/4 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 4.
Tax Lots 300 & 301.

SUBJECT TO AND UPON the following conditions:

Gary H. Martin, Skamania County Assessor
Date 6/29/98 Parcel # 3-10-3-300, 301

1. The purpose of this easement is to provide Grantee with vehicular and pedestrian access to Grantee's adjacent real property.
2. Grantor 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. 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. PacifiCorp reserves the right at any time to construct, reconstruct, operate and maintain electric transmission, distribution and communication lines and generation facilities upon, over and across and under the road above described and the right to relocate or reconstruct said road, or portions thereof, at its sole discretion or as may be required in connection with the construction, expansion, operation or maintenance of its Condit Hydroelectric Project property, and such transmission, distribution, communication, and generation facilities, or in the furtherance of its own forest management practices. Any such construction, reconstruction or relocation shall be at no expense to Grantee.

6. This Right of Way Easement may be subject to the regulatory jurisdiction of the Federal Energy Regulatory Commission, which may enter orders or otherwise take actions that may affect PacifiCorp's obligations regarding PacifiCorp's lake front property. Any changes in PacifiCorp's obligations may affect the rights of the parties under this Right of Way Easement. Notwithstanding the foregoing, PacifiCorp shall do all in its power to assure that the Federal Energy Regulatory Commission allows and continues to allow the full implementation of this Right of Way Easement.

7. 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.

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

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

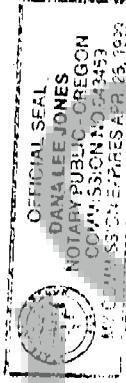
DATED this 11th day of July, 1997.

PACIFICORP, doing business as PACIFIC
POWER & LIGHT COMPANY
By Blake Roper

Asst. Vice President

STATE OF OREGON)
) ss.
County of Multnomah)

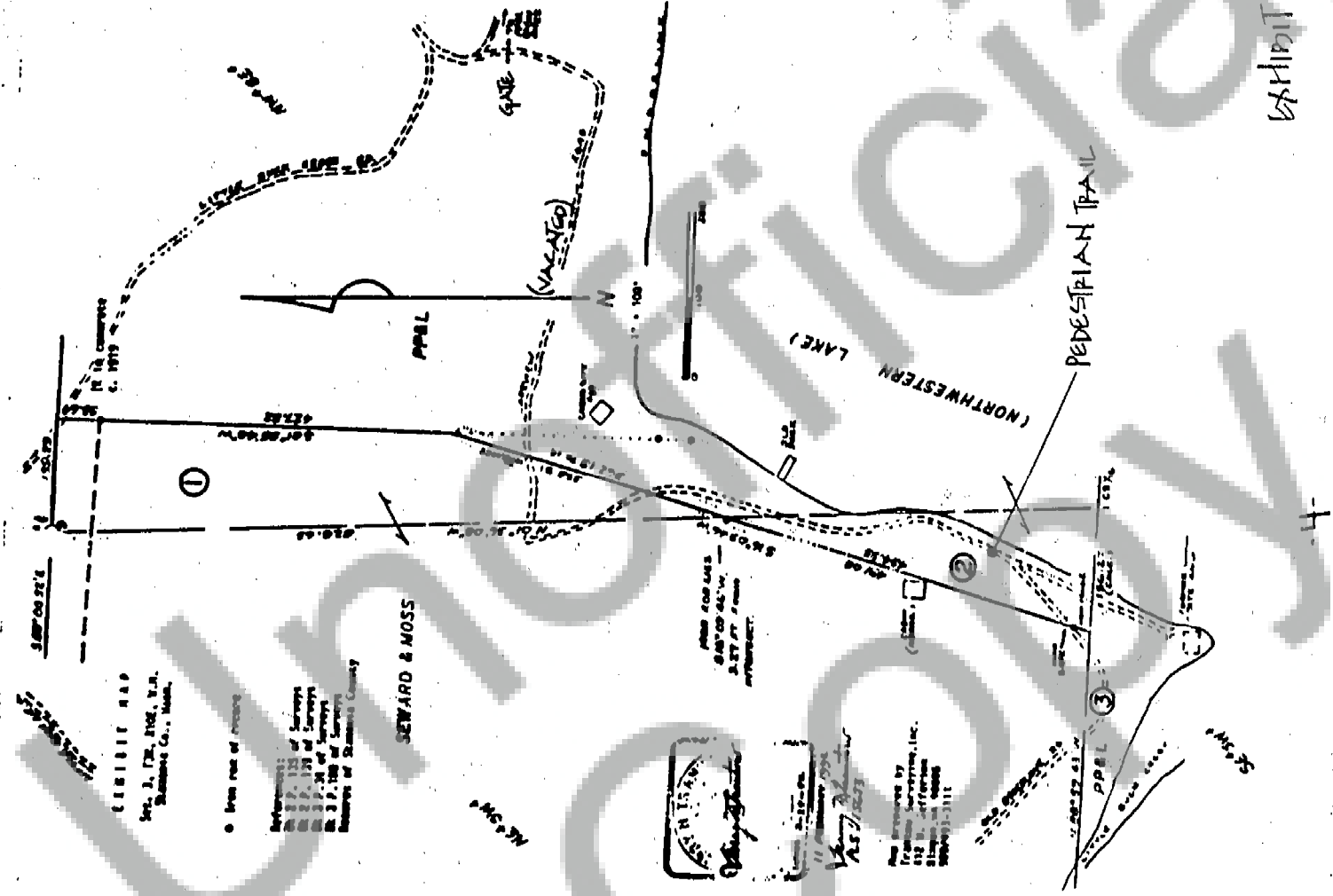
The foregoing instrument was acknowledged before me this 11th day of July, 1997, by Blake Roper, Assistant Vice President of PACIFICORP, an Oregon corporation doing business as PACIFIC POWER & LIGHT COMPANY.



Dana Lee Jones
Notary Public for Oregon

My commission expires 4/25/99

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WALTON A