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BOOK 195 PAGE 607

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STATE OF WASH.
BY CLARK COUNTY TIER

DEC 16 9 30 AM '99

Polawry
AUDITOR
GARY L. OLSON

Return Address

Name THE NATURE CONSERVANCY
ATTN: SUEANNE COSTALES
Address 217 PINE STREET #1100
City, State, Zip SEATTLE, WA 98101

Document Title(s) (or transactions contained therein):

1. ROAD ACCESS EASEMENT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page _____ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. PACIFICORP
2. dba PACIFIC POWER & LIGHT COMPANY
- 3.
- 4.

5. Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. THE NATURE CONSERVANCY
- 2.
- 3.
- 4.
- 5.

Gary H. Martin, Skamania County Assessor
Date 12/15/99 Parcel # 7-5-360, 362

REAL ESTATE EXCISE TAX

NA

DEC 15 1999

PAID NA

5. Additional names on page _____ of document.

SKAMANIA COUNTY TREASURER

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
S20, T7N, R5EWM

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

07-05-30-0-0-0100-0 and 07-05-30-0-0-0101-0
Additional legal is on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)

Form 7265-2

SEARCHED
INDEXED
SERIALIZED
FILED

Upon recording, please return to:
The Nature Conservancy
Attn: Sueanne Costales
217 Pine Street, #1100
Seattle, WA 98101

ROAD ACCESS EASEMENT

PACIFICORP, an Oregon corporation doing business as PACIFIC POWER & LIGHT COMPANY (Grantor), for \$1.00 and other good and valuable consideration hereby grants unto The Nature Conservancy, a District of Columbia non-profit corporation (Grantee), a nonexclusive easement for use of an existing road over and across Grantor's real property described as follows:

T. 7 N., R. 5 E. W. M., Skamania County, Washington

Gary H. Martin, Skamania County Assessor

Date 2/15/91 Parcel # 7-5-5660, 5662

Section 20: NW1/4SE1/4, NE1/4SE1/4, SE1/4SE1/4, SW1/4SE1/4

As more particularly shown on Exhibit A, attached hereto and by this reference, made a part hereof.

SUBJECT TO AND UPON the following conditions:

1. The purpose of this easement is to provide Grantee and its employees, members and guests, with vehicular 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 all repair and maintenance of said road to the extent arising out of Grantee's use thereof.
4. Grantee assumes all risks in connection with its use of said road and bridge 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.
6. No equipment of any kind shall be used or permitted within such proximity to the conductors of Grantor's power lines located on or in the vicinity of property as to be in violation of the

safe working clearances prescribed by the National Electric Safety Code. Grantee or those acting by or through Grantee must regard Grantor's lines as being energized at all times.

7. Grantor 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 and 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 transmission, and communication lines.

8. 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.

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

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

DATED this 17th day of November, 1999.

PACIFICORP, doing business as
PACIFIC POWER & LIGHT COMPANY

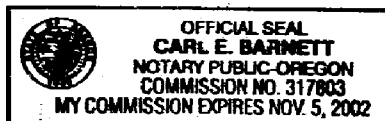
By Richard T. O'Brian
Executive Vice President
Chief Operating Officer

STATE OF OREGON)

County of Multnomah)

ss.

The foregoing instrument was acknowledged before me this 17th day of November, 1999, by Richard T. O'Brian Executive Vice President and Chief Operating Officer of PACIFICORP, an Oregon corporation, doing business as PACIFIC POWER & LIGHT COMPANY, on behalf of the corporation.



Carl Barnett
Notary Public for Oregon
My commission expires: 11-05-2002

