

When recorded return to:  
Department of Natural Resources  
Southeast Region  
Attn: Matt Fromherz  
713 Bowers Road  
Ellensburg, WA 98926-9301

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
PETER GOLDMARK, Commissioner of Public Lands**

**UTILITY EASEMENT**

Grantor: State of Washington, Department of Natural Resources  
Grantee: City of White Salmon  
Legal Description: NE¼NE¼ S34, W½NW¼ S35, T4N, R10E, W.M.  
Assessor's Property Tax Parcel or Account Number: 04103400000100  
Cross Reference: Survey No. AFN 1098420  
DNR Easement No. 50-086670

This Easement is between CITY OF WHITE SALMON, a political subdivision of the State of Washington, herein called "Grantee" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of January 4, 2013 "Effective Date."

**Conveyance.** State hereby grants to Grantee a non-exclusive easement (hereafter "Easement"), subject to the terms and conditions of this agreement, over, upon and under parcels of land located in Sections 34 and 35, Township 4 North, Range 10 East, W.M., Klickitat County legally described and shown on that Record of Survey filed for record on the 29<sup>th</sup> day of June, 2012 under Auditor File No. 1098420, by this reference made a part hereof, and approximately shown on Exhibit A (hereafter "Easement Area").

**Consideration.** In addition to the following Relinquishments, the consideration paid by Grantee to State is as follows:

The performance by Grantee of the terms and conditions specified herein and EIGHT THOUSAND NINE HUNDRED and NO/100 Dollars (\$8,900.00) receipt of which is acknowledged from Grantee through State License No. 50-SE1136, entered into by the Department of Natural Resources Southeast Region, as State, and the City of White Salmon, as Licensee, dated July 7, 2011.

**Relinquishments.** Grantee hereby releases, relinquishes and quitclaims to Grantor all rights, title and interest in and to that easement over NE $\frac{1}{4}$ NE $\frac{1}{4}$  Section 34, T4N, R10E, W.M., dated January 1, 1963, between the Town of White Salmon, as Grantee, and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, as Grantor, filed in the Office of the Commissioner of Public Lands under File No. 50-024952.

The Grantee hereby releases, relinquishes and quitclaims to Grantor all rights, title and interest in and to an abandoned 14" pipeline over and across those portions of the E $\frac{1}{2}$ NE $\frac{1}{4}$  Section 34, W $\frac{1}{2}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 35, T4N, R10E, W.M., north of the south boundary of State of Washington property as described and shown on that Record of Survey filed for record on the 29<sup>th</sup> day of June, 2012 under Auditor File No. 1098420; said abandoned 14" pipeline located approximately as shown on Exhibit A.

**Term.** The Easement shall be perpetual unless terminated as set forth hereafter.

**Purpose.** The Easement is granted for the purpose of and is limited to accessing, operating, maintaining, repairing, replacing, and using an existing buried sixteen (16) inch water transmission pipeline ("Line"). Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Line in the Easement Area subject to the restrictions set forth hereafter.

The purpose of this Easement shall not be changed or modified without the consent of State which shall be at its sole discretion. Any unauthorized use of this Easement Area shall be considered a material breach of this Easement.

**Assignment.** This Easement, or any of the rights granted herein, shall not be apportioned, assigned, or transferred in whole or in part without the prior written consent of State, which shall be at State's sole discretion. In approving a request to apportion, assign, or transfer an interest in this Easement, State shall be entitled to charge for administrative costs for approving the transfer and require additional compensation for any additional use or user. These rights will be in addition to and not a limitation upon State's discretionary authority under this subsection.

**Reservations.** State reserves all ownership of the Easement Area and profits thereon (including timber unless conveyed under this Easement) and the right of use for any purpose including but not limited to the right to remove profits within the Easement Area reserved by State; the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as it does not unreasonably interfere with the rights granted herein. State may grant to third parties any and all rights reserved. Once Grantee clears timber conveyed under this Easement, if any, timber subsequently grown in such cleared areas shall belong to State.

In the event State uses the Easement Area for the purpose of growing crops, State or its lessee

shall assume responsibility for pest and weed control within the Easement Area. State will give Grantee written notice of the dates State will assume and relinquish responsibility for pest and weed control.

**Permittees.** Grantee may permit its respective employees, agents, contractors, licensees, lessees, purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted herein. Acts or omissions of the Permittees operating under this Easement shall be deemed an act of Grantee. Restrictions or requirements placed on Grantee herein shall apply equally to the Permittees.

**Compliance with Laws.** Grantee shall, at its own expense, conform to all applicable laws, regulations, permits, or requirements of any public authority affecting the Easement Area and the use thereof. Upon request, Grantee shall supply State with copies of permits or orders.

**Export Restrictions.** Any export restricted timber originating from state land under this Easement shall not be exported until processed. Grantee shall comply with all applicable requirements of WAC 240-15-015 (relating to the prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement). All export restricted timber from state lands shall be painted and branded in compliance with WAC 240-15-030(2). If Grantee knowingly violates any of the prohibitions in WAC 240-15-015, Grantee shall be barred from bidding on or purchasing export restricted timber as provided. Grantee shall comply with the Export Administration Act of 1979 (50 U.S.C. App. Subsection 2406(i)) which prohibits the export of unprocessed western cedar logs harvested from state lands.

**Compliance with Habitat Conservation Plan.** The Easement Area is located within an area that is subject to the State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Grantee and all Permittees acting under Grantee shall comply with the terms and conditions set forth in Exhibit B while operating on the Easement Area.

**Indemnity.** Grantee shall indemnify, defend with counsel acceptable to State, and hold harmless State, its employees, officers, and agents from any and all liability, damages, expenses, causes of action, suits, claims, costs, fees (including attorney's fees), penalties, or judgments, of any nature whatsoever, arising out of the use, occupation, or control of the Easement Area by Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, including but not limited to the use, storage, generation, processing, transportation, handling, disposal, release, or threatened release of any hazardous substance or materials. To the extent that RCW 4.24.115 applies, Grantee shall not be required to indemnify State from State's sole or concurrent negligence. This indemnification shall survive the expiration or termination of the Easement. Grantee waives its immunity under Title 51 RCW to the extent required to indemnify State.

**Insurance.** Before using any of said rights granted herein and at its own expense, Grantee shall obtain and keep in force during the term of this Easement and require its contractors, sub-contractors, or other permittees to obtain while operating on the Easement Area, the following liability insurance policies, insuring Grantee against liability arising out of its operations, including use of vehicles. Failure to buy and maintain the required insurance may result in the termination of the Easement at State's option. The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

- (a) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- (b) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (c) Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later versions of CA 00 01. Grantee waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.
- (d) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Grantee and employees of any contractors, sub-contractors or permittees. Except as prohibited by law, Grantee(s) waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

All insurance must be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved in advance by the Risk Manager for the Department of Natural Resources. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.



The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, and umbrella insurance policies.

Before using any said rights granted herein, Grantee shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference State's easement number.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (Chapter 48.18 RCW or Chapter 48.15 RCW).

Grantee shall include all contractors, sub-contractors and permittees as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each. Contractors, sub-contractors and permittees must comply with all insurance requirements stated herein. Failure of contractors, sub-contractors and permittees to comply with insurance requirements does not limit Grantee's liability or responsibility.

All insurance provided in compliance with this Easement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Grantee waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Easement.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Grantee, and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to State in this Easement.

If Grantee is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Grantee must describe its financial condition and the self-insured funding mechanism.

**Waste.** Grantee shall not cause or permit any filling activity to occur in or on the Easement Area, except as approved by State. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Area except in accordance with all applicable laws.

The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.).

Grantee shall immediately notify State if Grantee becomes aware of any release or threatened release of hazardous substance on the Easement Area or adjoining Easement Area. If a release of hazardous substance occurs in, on, under, or above the Easement Area arising out of any action of Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean-up, contain, and remove the hazardous substance in accordance with applicable laws.

Any cleanup shall be performed in a manner approved in advance in writing by State, except in emergency situations Grantee may take reasonable and appropriate actions without advance approval.

**Survey Markers.** Grantee shall not destroy any land survey corner monuments and/or reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from State, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during road construction or maintenance activities must be adequately referenced and replaced, at Grantee's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments and reference points.

**Operational Restrictions.** Site-specific operational requirements are listed in Exhibit C. Non-compliance with these requirements shall constitute a breach of contract and may result in State suspending operations until the breach is remedied.

**Construction/Reconstruction.** Sixty (60) days prior to any construction or reconstruction by Grantee on the Easement Area, Grantee shall submit a written plan of construction to State outlining the construction or activity for State's approval, which shall not be unreasonably withheld. In the event of an emergency requiring immediate action to protect person or property, Grantee may take reasonable corrective action without prior notice to State. Grantee shall notify State within 30 days of any corrective action taken and all construction or reconstruction shall comply with applicable state or local laws.

**Maintenance.** Maintenance is defined as work normally necessary to preserve and keep the road in its present condition or as hereafter improved. At a minimum, the road will be maintained to meet forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a road is being used solely by Grantee, Grantee shall be solely responsible for maintaining that portion of the road so used to the standards existing at the time solo use is commenced until joint use begins. During periods Grantee, State and/or other parties with an easement or license from State use the road, or any portion thereof the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use

including that of their Permittees.

During periods of joint maintenance, the users shall meet at times to be set at the discretion of State and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

- a) The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance; and
- b) The extent of resurfacing necessary to keep the Road safe and to reduce environmental impacts; and
- c) A method of payment by which each party using the road or a portion thereof, shall pay its pro rata share of the cost of maintenance and resurfacing.

**Repairs.** Each party shall repair, or cause to be repaired at its sole cost, that damage to the road and improvements occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above. Damage includes indirect damage to State roads caused by use of the Easement Area

**Gate.** Grantee shall install a gate at the location shown on Exhibit A; said gate shall comply with the specifications as shown on Exhibit D, a larger more legible copy of which is on file with the Department of Natural Resources in Olympia, Washington under file number 50-086670. Grantee shall maintain gate to ensure it is in working order and that State and State's authorized users have access. Grantee shall provide room in gate lock boxes to allow State and its authorized users independent access. Any damage to the gate caused by State or its authorized users shall be their responsibility.

**Easement Closure Risk.** Grantee assumes all risk and costs associated with easement access due to road closures and blockages caused by any road closure event, including but not limited to environmental regulation, or natural disasters including, fire, flood, snow, slides, tree wind throw, or road wash out. State is not obligated to repair or unblock an existing road leading to the easement area or any part of the easement area described herein if State determines the road is no longer safe or viable for trust management purposes.

**Improvements.** Grantee shall construct no improvements without the prior written consent of State which shall be at State's sole discretion. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver.

**Weed Control/Pesticides.** Grantee shall control at its own cost, all noxious weeds on any portion of the Easement Area herein granted. Such weed control shall comply with county noxious weed control board rules and regulations established under the Uniform Noxious Weed Control Statute (Chapter 17.10 RCW). Grantee shall be responsible for, or shall immediately reimburse State any weed control cost incurred as a result of Grantee's failure to control weeds on the Easement Area.

All ground methods of chemical weed control shall be reported to State at the region office within 30 days after the weed control activities.

The aerial application of pesticides is not permitted.

**Notice.** Any notices or submittals required or permitted under this Easement may be delivered personally, sent by facsimile machine or mailed first class, certified return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three (3) days after being mailed, whichever is applicable.

To State:  
 Department of Natural Resources  
 Southeast Region  
 713 Bowers Road  
 Ellensburg, WA 98926-9301

To: Grantee:  
 City of White Salmon  
 PO Box 2139  
 White Salmon, WA 98672

**Recording.** Grantee shall record this Easement in the county in which the easement property is located, at Grantee's sole expense. Grantee shall provide State with a copy of the recorded easement. Grantee shall have thirty (30) days from the date of delivery of the final executed agreement to comply with the requirements of this section. If Grantee fails to record this Easement, State may record it and Grantee shall pay the costs of recording, including interest, upon State's demand.

**Forfeiture.** In the event that any portion of the Easement Area is not used by Grantee, or its assigns, for the purpose for which it was granted, within a period of five (5) years from the day and year first above written, the rights of Grantee within said portion(s) of the Easement Area shall revert to State, its successors or assigns; and said portion(s) of the Easement Area shall be freed from the Easement as fully and completely as if this Easement had not been entered into; provided, however, an extension of time may be granted upon written request prior to the expiration date of said 5-year period and upon the terms and conditions as specified by State. Such terms and conditions shall include, but not be limited to the right to modify the consideration due State plus additional charges for administrative costs and appreciation of land and valuable material.

**Abandonment.** If Grantee ceases to use the Easement Area for the purposes set forth herein for a period of five (5) successive years, this Easement shall be deemed abandoned and terminate without further action by State. Timber remaining on the Easement Area shall be



deemed abandoned.

**Termination.** State shall have the right to terminate this Easement if Grantee fails to cure a material breach of this Easement within sixty (60) days of notice of default (Cure Period). If a breach is not reasonably capable of being cured within the Cure Period for reasons other than lack of or failure to expend funds, Grantee shall commence to cure the default within the Cure Period and diligently pursue such action necessary to complete the Cure. In addition to the right of termination, State shall have any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination shall continue until fully performed. Designation of certain breaches as material throughout this Easement shall not preclude other breaches from being declared material.

**Removal of Improvements and Equipment.** All improvements, buildings, fixtures and other property erected or permanently affixed upon State lands by Grantee during the term of said Easement, which remain upon said land sixty (60) days from the termination or abandonment of said Easement, shall become the property of State and be considered a part of the land upon which they are located; provided, however, that any time within sixty (60) days after the termination or abandonment of said Easement, Grantee shall be entitled to remove such of said improvements as can be removed without damage to said lands; or, State may require Grantee to remove all improvements, buildings, fixtures and other structures fixed upon State lands by Grantee, at Grantee's cost. All tools, equipment and other property not permanently affixed upon the land by Grantee during the term of said Easement shall remain the property of Grantee, but shall be removed within sixty (60) days after the expiration of this Easement.

**Advance By State.** If State advances or pays any cost or expense for or on behalf of Grantee, Grantee shall reimburse State the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month until paid.

**Construction.** The terms of this Easement shall be given their ordinary meaning unless defined herein and shall not be presumptively construed against the drafter.

**Effective Date.** The Effective Date of this Easement shall be the date on which the last party executes this Easement. The Effective Date will be inserted on the first page of the Easement when such date is determined.

**Exhibits.** All exhibits referenced in this Easement are incorporated as part of the Easement.

**Headings.** The headings in this Easement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

**Modification.** Any modification of the Easement must be in writing and signed by the

parties. State shall not be bound by any oral representations or statements.

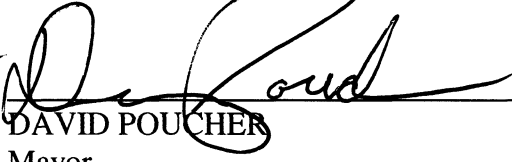
**Non-waiver.** The waiver by State of any breach or the failure of State to require strict compliance with any term herein shall not be deemed a waiver of any subsequent breach.

**Severability.** If any provision of this Easement shall be held invalid, it shall not affect the validity of any other provision herein.

Unofficial  
Copy

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

CITY OF WHITE SALMON

Dated: NOV. 7, 2012   
DAVID POUCHER  
Mayor  
PO Box 2139  
White Salmon, WA 98672  
509-493-1133

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: Jan 4, 2013   
PETER GOLDMARK  
Commissioner of Public Lands

Affix the Seal of the Commissioner  
of Public Lands

Approved as to form  
September 27, 2012  
By Christa Thompson  
Assistant Attorney General  
for the State of Washington

Unofficial Copy

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON

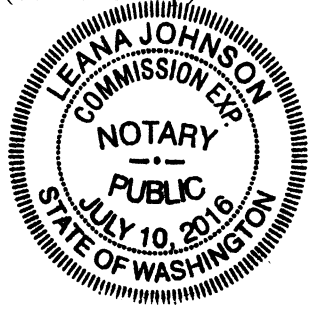
County of Klickitat

I certify that I know or have satisfactory evidence that David Poucher is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Nov. 7, 2012

Leana Johnson  
(Signature)

(Seal or stamp)



Leana Johnson  
(Print Name)

Notary Public in and for the State of Washington, residing at White Salmon

My appointment expires 7/10/16

STATE ACKNOWLEDGEMENT

State of Washington

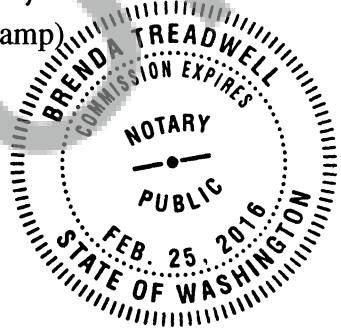
County of Thurston

I certify that I know or have satisfactory evidence that PETER GOLDMARK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/4/2013

Brenda Treadwell  
(Signature)

(Seal or stamp)



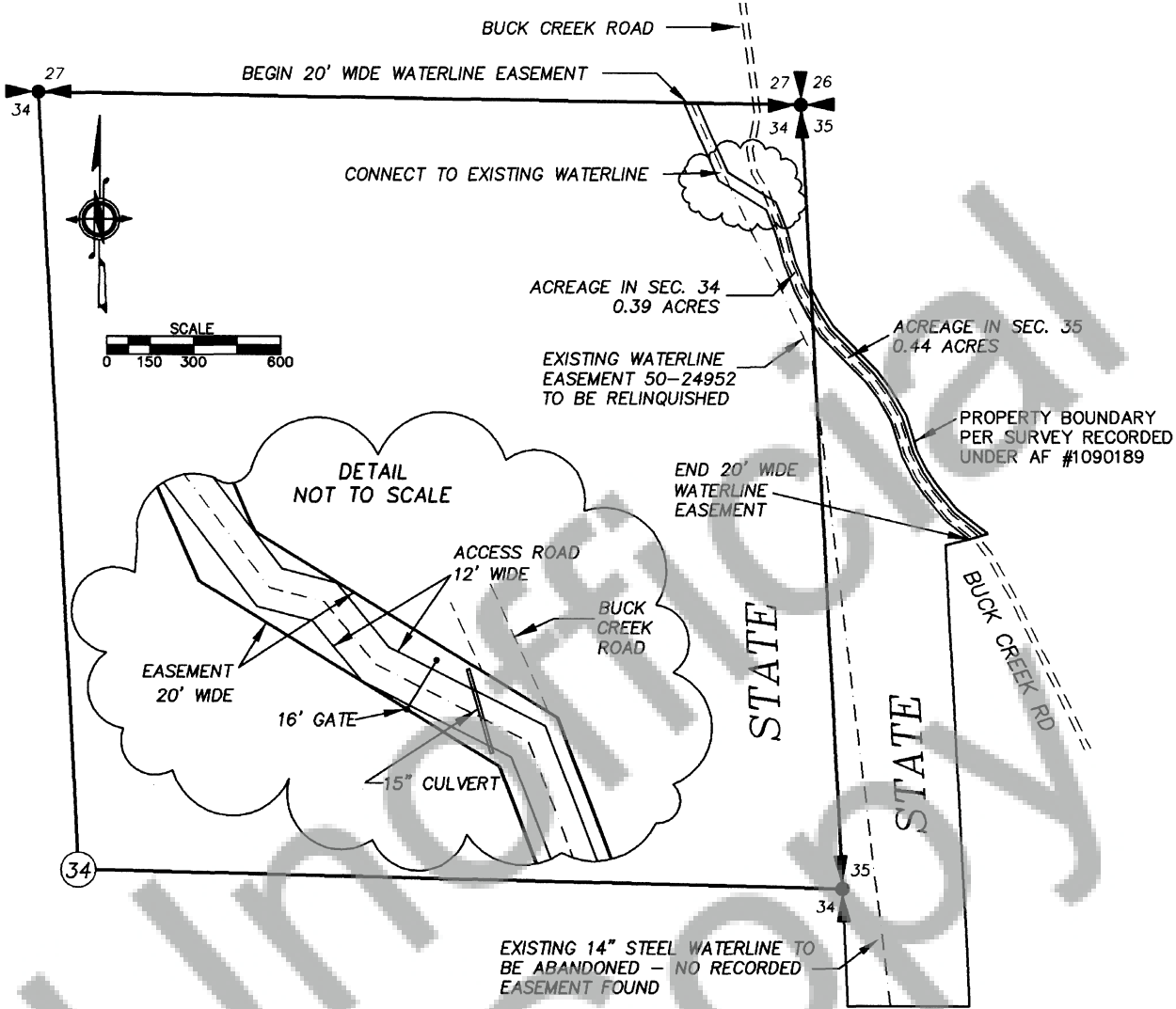
Brenda Treadwell  
(Print Name)

Notary Public in and for the State of Washington, residing at Spanaway

My appointment expires 2/25/2016



**EXHIBIT A**  
**EASEMENT AREA**  
SECTIONS 34 & 35, TOWNSHIP 4 NORTH, RANGE 10 EAST, W.M.  
Klickitat County, Washington  
EASEMENT NO. 50-086670



**EXHIBIT B**  
**HCP REQUIREMENTS**

1. Grantee shall immediately notify State of new locations of permit species covered in the Incidental Take permit (ITP) that are discovered within the Easement Area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.
2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within the Easement Area Grantee shall immediately notify State. In all circumstances notification must occur within a 24 hour time period. Grantee may be required to take certain actions to help State safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by State.
3. Any Forest Practices Permit submitted for activities on the Easement Area must identify that the Easement Area is covered by the State of Washington, Department of Natural Resources Habitat Conservation Plan and part of the Incidental Take Permit No. PRT-812521, as supplemented by Permit #1168.

## **EXHIBIT C OPERATIONAL REQUIREMENTS**

All soil surfaces on the right of way, temporary roads and skid trails, which are devoid of natural cover as a result of the operations hereunder, shall be re-seeded to a grass mixture as approved by State.

No timber shall be cut, felled or yarded across or into any stream, lake, wetland or pond.

Grantee shall so place, protect, and/or bury the "Line" as to allow the unobstructed movement of any equipment or materials across the surface of the Easement Area and shall install the "Line" at such depth as to not interfere with the normal and usual use of the land.

Prior to any construction or reconstruction within the Easement Area, Grantee shall do a line locate to identify the location of other buried utilities that may be present.

The "Line" shall be buried at a minimum depth of 36 inches below the surface of said Easement Area. For installation within roadway, the "Line" shall be buried at a minimum depth of 36 inches below the road surface, 18 inches below the bottom of any existing culvert or 36 inches below bottom of ditch, whichever applies.

The Grantee shall mark the location of the buried "Line" with painted fiberglass or metal posts and signs placed outside of any maintained road prism and approximately 500' feet apart so they are clearly visible. The signs shall identify the nature of the buried installation and designate ownership and contact information.

State reserves the right to inspect the "open trench" during construction to ensure compliance with the installation specifications.

During the course of construction or maintenance, Grantee shall minimize soil erosion and damage to soil. Equipment will not be operated when the ground conditions are such that excessive soil damage will occur.

EXHIBIT D  
GATE DETAIL

