

When recorded return to:

PacifiCorp
Rights-of-Way Department
825 NE Multnomah Street
Suite 1700
Portland, OR 97232

3499804
04/15/2014 04:10:36 PM
Easement PACIFICORP 90.00
Cowlitz County Washington

Pages: 19



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

UTILITY LINE EASEMENT

Grantor(s): WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
Grantee(s): PACIFICORP

Legal Description:
Skamania County: Government Lot 2 Section 30, Township 7N Range 5E W.M.,
Assessor's Property Tax Parcel or Account Number: 0705300002010, 0705300002000

Cowlitz County: The NE1/4SW1/4 of Section 22, Township 6 North, Range 3 East, W.M.
Assessor's Property Tax Parcel or Account Number: EM2203001
DNR Easement No. 50-089217

This Easement is between PACIFICORP, an Oregon corporation herein called "Grantee" and the
STATE OF WASHINGTON, acting by and through the Department of Natural Resources,
herein called "State" dated as of JANUARY 17th 2014 "Effective Date."

Conveyance of Utility Line Easement

State hereby grants and conveys to Grantee a non-exclusive, in-gross easement (hereafter Utility
Line Easement A") approximately one thousand one hundred fifty (1,150) feet in length and one
hundred (100) feet wide running fifty (50) feet on either side of the centerline of an existing
power line over across, and through a parcel of land in Section 30, Township 7 North, Range 5
East, W.M, legally described on Exhibit A-1 (hereafter Utility Line Easement Area A)and shown
approximately on Exhibit B-1.

State also grants and conveys to Grantee a non-exclusive, in-gross easement (hereafter Utility
Line Easement B") one thousand three hundred (1,300) feet in length and one hundred (100) feet
wide running fifty (50) feet on either side of centerline of an existing power line over, across,
and through a parcel of land in Section 22, Township 6 North, Range 3 East, W.M, legally
described on Exhibit A-2 and shown approximately on Exhibit B-2.

EXEMPT
af

Utility Line Easement A and Utility Line Easement B shall be collectively referred to as the "Utility Line Easement".

Utility Line Easement Area A and Utility Line Easement Area B shall be collectively referred to as the "Utility Line Easement Area."

Consideration. The consideration by Grantee to State is the performance by Grantee of the terms and conditions specified herein and payment of Five Thousand Seven Hundred Eighty and 00/100 Dollars. (\$5,780.00).

Term. This Utility Line Easement shall be perpetual unless terminated as set forth hereafter.

Purpose. This Utility Line Easement is granted for the purpose of and is limited to re-constructing, operating, maintaining, repairing, replacing, and using an existing overhead 230KV electric transmission power line, all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guy wires, anchors, wires, cables, and other conductors as shown on the Plat and Survey (collectively referred to as "Line") for the benefit of Grantee.

This Easement does not include the right to install or operate communication lines including fiber optic lines. No third parties will be allowed to use the Line or to locate, construct or otherwise install subsurface, surface or above the surface appurtenances, including power lines, fiber optic, communication lines or communication dishes in the Utility Line Easement Area without the approval of State, which shall be in the sole discretion of State. Authorized use shall include the right to travel, maintain, repair, or reconstruct roads as within the Utility Line Easement Area subject to the restrictions set forth hereafter.

Grantee may also access Utility Line Easement Area using the easement in Section 22, Township 06 North, Range 03 East granted by State to Grantee on January 17, 1973 and filed in the records of the Department of Natural Resources in Olympia, Washington under File No. 50-036658. No new roads will be constructed within or outside of the Utility Line Easement Area without prior approval from State.

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

Assignment. This Utility Line 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 Utility Line 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 section.

Reservations. Subject to the below limitations for the protection of the Line, State reserves all ownership of the Utility Line Easement Area and profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the Utility Line Easement Area reserved by State; the right at all times to cross and re-cross the Utility Line Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Utility Line 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.

For protection of the Line, State or its Lessees shall not place, use or permit any equipment, material or vegetation of any kind that exceeds fifteen (15) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within Transmission Line Easement Area. Subject to the foregoing limitations, the surface of the Transmission Line Easement Area may be used for agricultural crops and other purposes not inconsistent with the purposes of this Utility Easement, as reasonably determined by Grantee.

With the exception of those activities enumerated above, State agrees to notify Grantee prior to undertaking any activity within the Utility Line Easement Area that may result in an unreasonable interference with Grantee's easement rights, such notification determination to be made in the sole discretion of State. At its election, Grantee shall have the right to consult with State on the proposed activity.

State has the unconditional right to establish and perform the following activities on lands adjacent to the Utility Line Easement Area, in State's sole discretion, with no interference from Grantee, communication sites, residential development, commercial development, road construction and maintenance, timber harvest and other similar land management activities. If Grantee determines these activities are unsafe due to their proximity to the Line, Grantee shall take action to mitigate the problem, pay State to mitigate the problem or compensate State for lost productivity, with any mitigation option subject to approval by State. Grantee shall also compensate State for the fair market value of any valuable materials removed from such lands.

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 so long as the rights granted are for the primary benefit of Grantee and are otherwise consistent with this Utility Line Easement. Acts or omissions of the Permittees operating under this Utility Line 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 Utility Line Easement Area and the use thereof. Grantee shall supply State with copies of permits or orders.

Compliance with Habitat Conservation Plan. The Utility Line 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 D while operating on the Utility Line Easement Area.

Indemnity. Grantee shall indemnify, defend with counsel acceptable to State, and hold harmless State, its employees, officers, and agents (collectively the "Indemnified Parties") 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 Utility Line 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 Indemnified Parties from the Indemnified Parties sole or concurrent negligence. This indemnification shall survive the expiration or termination of the Utility Line 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 Utility Line Easement and require its contractors, sub-contractors, or other Permittees to obtain while operating on the Utility Line 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 Utility Line 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 require its contractors, sub-contractors and Permittees to 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. Grantee shall furnish separate certificates of insurance and endorsements upon request.

All insurance provided in compliance with this Utility Line 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 Utility Line 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 Utility Line Easement.

If Grantee is self-insured, evidence of its status as a self-insured entity as approved by the State, 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 Utility Line 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 Utility Line 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 Utility Line Easement Area or adjoining Utility Line Easement Area. If a release of hazardous substance occurs in, on, under, or above the Utility Line 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.

Danger Tree Removal Outside of Utility Line Easement Area. All work associated with danger tree removal or mitigation shall comply with current Pacific Northwest Chapter of the International Society of Arboriculture (ISA) and the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations. State has absolutely no obligation to identify or remove danger trees. Grantee shall identify and remove all danger trees subject to the following:

1. Grantee shall provide State with an annual danger tree and vegetation management plan which includes location, schedule, and scope of work.
2. Grantee shall coordinate access for any danger tree patrol or removal activities with third party right holders granted by State, e.g., lessees, timber harvest contractors, licensees, etc. State shall provide Grantee with contact information for said third party right holders.
3. Grantee shall notify State and State's third party right holders prior to starting danger tree patrol and removal activities.
4. Grantee shall identify, mark, cruise, and appraise the stumpage value of the danger trees and submit to State a map, report and additional documentation as needed.

5. Grantee shall reimburse State for administrative time and associated costs incurred to implement this section including:
 - a. Verification of timber cruise and stumpage value for merchantable and non-merchantable trees.
 - b. Threatened and Endangered species analysis and mitigation.
 - c. Environmental, resource, and fire protection analysis and mitigation.
 - d. Analysis and mitigation of impacts to State where Grantee's vegetation management activities results in additional cleared and maintained right-of-way width lying outside of the Utility Line Easement Area.
6. In an emergency situation, Grantee shall have the right to immediately remove any danger trees or vegetation adjacent to the Utility Line Easement Area that pose an imminent threat to utility operations provided State is notified within fourteen (14) days after emergency danger tree removal and all requirements set forth in items 4 and 5 above are met.
7. Grantee shall compensate State for stumpage value of merchantable, non-merchantable and incidental trees that were damaged or removed during the danger tree removal process.
8. Grantee shall compensate State for danger tree removal activities and associated administrative and mitigation costs prior to danger tree removal.
9. State shall submit to Grantee an invoice for the total compensation owed State for danger tree removal activities and associated administrative and mitigation costs authorized by this section. Such invoice will be paid by Grantee within thirty (30) days of receipt.

Unauthorized Utility Line Easement Area Expansion. State prohibits expansion of Utility Line Easement Area through unauthorized vegetation management or other activities. Grantee shall compensate or mitigate State, as determined by State, for Grantee's vegetation management or other activities, such as herbicide applications, slashing and mowing, that result in the suppression, damage to or removal of crops, immature timber, and / or interfere with State's land management activities adjacent to the Utility Line Easement Area.

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

Construction/Reconstruction and Access. Sixty (60) days prior to any construction or reconstruction by Grantee on the Utility Line Easement Area, Grantee shall submit a written Plan of Operation 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 thirty (30) days of any corrective action taken and all construction or reconstruction shall comply with applicable state or local laws.

Road Maintenance. Maintenance is defined as work normally necessary to preserve and keep the road in its present condition, or as hereafter improved.

When a road is being used solely by Grantee as the only authorized user, Grantee shall be solely responsible for maintaining that portion of the road, while ensuring that the road is safe and environmental impacts are reduced. The parties agree that Grantee shall have the right to grade and gravel the access road surface, at Grantee's expense, without further approval by State.

During periods when Grantee, State and/or other parties with an easement or license from State use the road, or any portion thereof, the maintenance shall be addressed as follows and allocated among such users on the basis of their respective use and need including that of their Permittees.

During periods of joint maintenance, the users shall meet as needed, at times to be set by State and Grantee to establish necessary maintenance provisions. Such provisions shall include, but shall 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;
- (b) The extent of maintenance necessary to keep the road safe and to reduce environmental impacts; and,
- (c) A method by which each party using or needing the road or a portion thereof, shall contribute its proportionate share of the cost of maintenance.

Road Repairs. Grantee shall repair any damage to roads on which it is the sole authorized user regardless of cause. Grantee shall repair any damage to joint use roads caused by Grantee and shall share in the costs of repair to such roads caused in part by Grantee or any unauthorized user.

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 Utility Line Easement Area or any part of the Utility Line 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. Unless otherwise provided for in this Utility Line Easement, Grantee shall control at its own cost, all noxious weeds on any portion of the Utility Line Easement 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 Utility Line Easement Area.

All ground methods of chemical weed control shall be reported to State at the region office within thirty (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 Utility Line 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, receipt of first class mail, whichever is applicable.

To State:
Department of Natural Resources
Pacific Cascade Region
Attn: Region Manager
PO Box 280
Castle Rock, WA 98611

To: Grantee:
PacifiCorp
Right of Way Dept-Pacific Power.
825 NE Multnomah St., Suite 1700
Portland, OR 97232

Recording. Grantee shall record this Utility Line Easement in the counties in which the Utility Line Easement properties is located, at Grantee's sole expense. Grantee shall provide State with a copy of the recorded Utility Line 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 Utility Line 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 Utility Line 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 Utility Line Easement Area shall revert to State, its successors or assigns; and said portion(s) of the Utility Line Easement Area shall be freed from the Utility Line Easement as fully and completely as if this Utility Line 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 Utility Line Easement Area for the purposes set forth herein for a period of five (5) successive years, this Utility Line Easement shall be deemed abandoned and terminate without further action by State. Timber remaining on the Utility Line Easement Area shall be deemed abandoned.

Termination. State shall have the right to terminate this Utility Line Easement if Grantee fails to cure a material breach of this Utility Line 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 Utility Line 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 Utility Line Easement, which remain upon said land one hundred eighty days (180) days from the termination or abandonment of said Utility Line 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 one hundred eighty days (180) days after the termination or abandonment of said Utility Line 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 Utility Line Easement shall remain the property of Grantee, but shall be removed within one hundred eighty days (180) days after the expiration of this Utility Line Easement. If reasonably necessary, the above referenced one hundred eighty (180) day removal requirement may be extended by agreement between the parties.

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

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

Headings. The headings in this Utility Line 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 Utility Line Easement nor the meaning of any of its provisions.

Modification. Any modification of the Utility Line 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 Utility Line 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.

PACIFICORP

Dated: DECEMBER 2, 2013.

Jana Mejdell

By Jana Mejdell
Title: Director, Property Management
825 NE Multnomah St., Ste 1700
Portland, OR 97232

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Dated: Jan 17, 2014.

Peter Goldmark

PETER GOLDMARK
Commissioner of Public Lands
P.O. Box 7000/1111 Washington St. SE
Olympia, WA 98504-7000

Affix the Seal of the Commissioner
of Public Lands

Approved as to form
September 13, 2011
By Mike Rollinger
Assistant Attorney General
for the State of Washington

REPRESENTATIVE ACKNOWLEDGEMENT

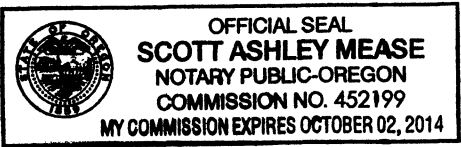
State of Oregon

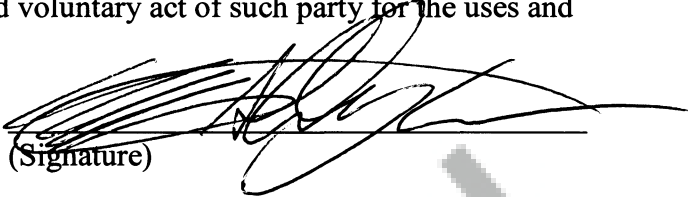
County of Multnomah

I certify that I know or have satisfactory evidence that Jana Mejdell 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 Director, Property Management of PacifiCorp to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2 DECEMBER MMXIII

(Seal or stamp)




(Signature)

SCOTT ASHLEY MEASE
(Print Name)

Notary Public in and for the State of Oregon,
residing at Multnomah County

My appointment expires 2 OCTOBER MMXVI

Unofficial Copy

STATE ACKNOWLEDGEMENT

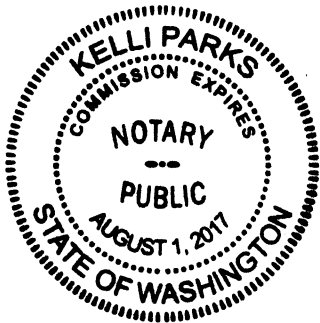
State of Washington

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: 1-17-14

(Seal or stamp)



Kelli Parks
(Signature)

Kelli Parks
(Print Name)

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

My appointment expires 8-1-17

Unofficial Copy

EXHIBIT A
Burdened Parcels.

Exhibit A-1

A 100 foot wide strip of land through Government Lot 2, Section 30, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington, shown as "100ft. R/W conveyed in 1957" on that Record of Survey recorded June 29, 1999 in Book 3 of Surveys at Page 317, Skamania County Records,

Exhibit A-2

A 100 foot wide strip of land through the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 6 North, Range 3 East, Willamette Meridian, Skamania County, Washington, shown as on either side of centerline of an existing power line legally described on that Record of Survey filed for record on February 7, 1973 under Cowlitz County Auditors File No. 740702 labeled "Pacific Power and Light Easement"

Unofficial
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Exhibit B-1

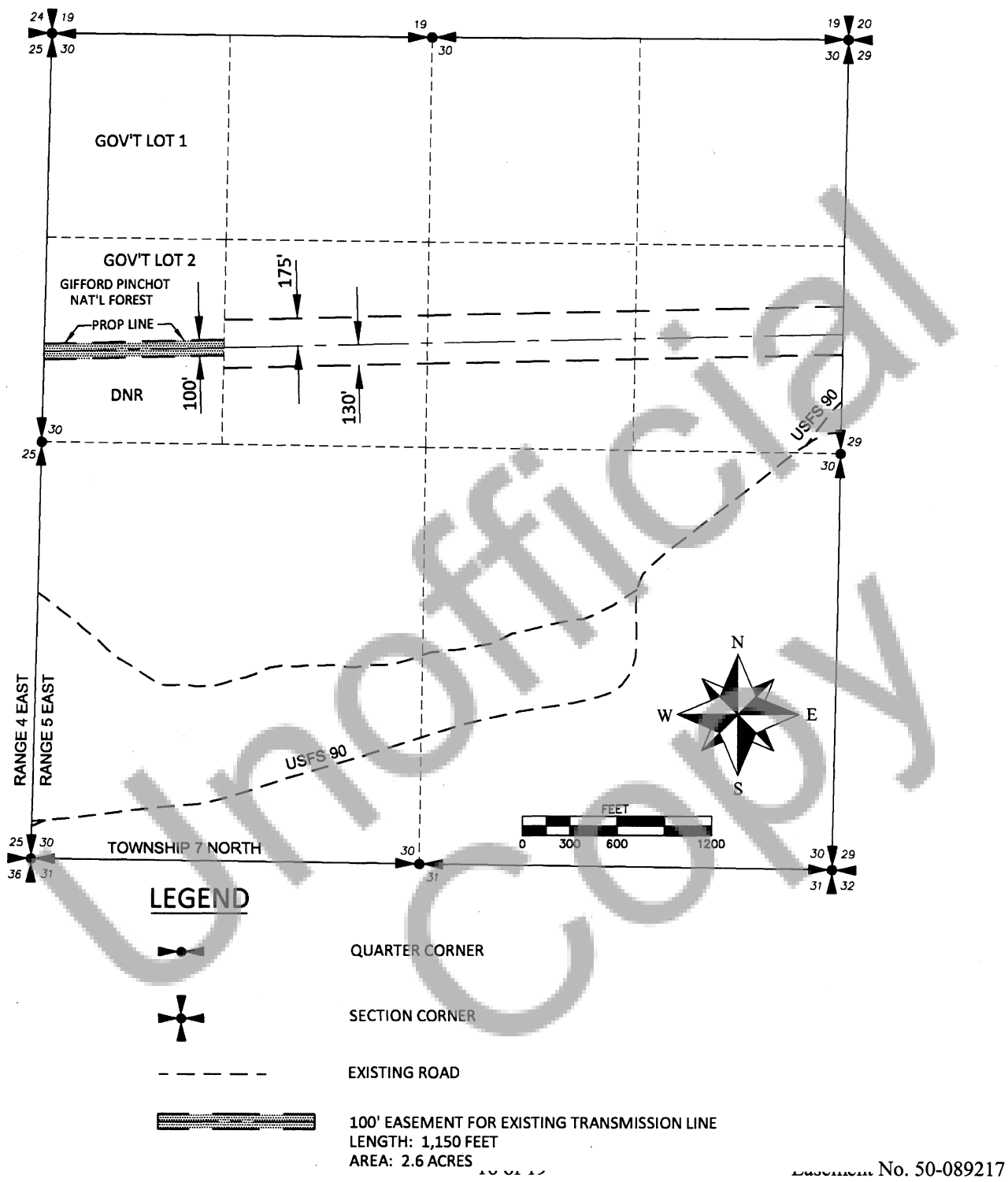


Exhibit B-2

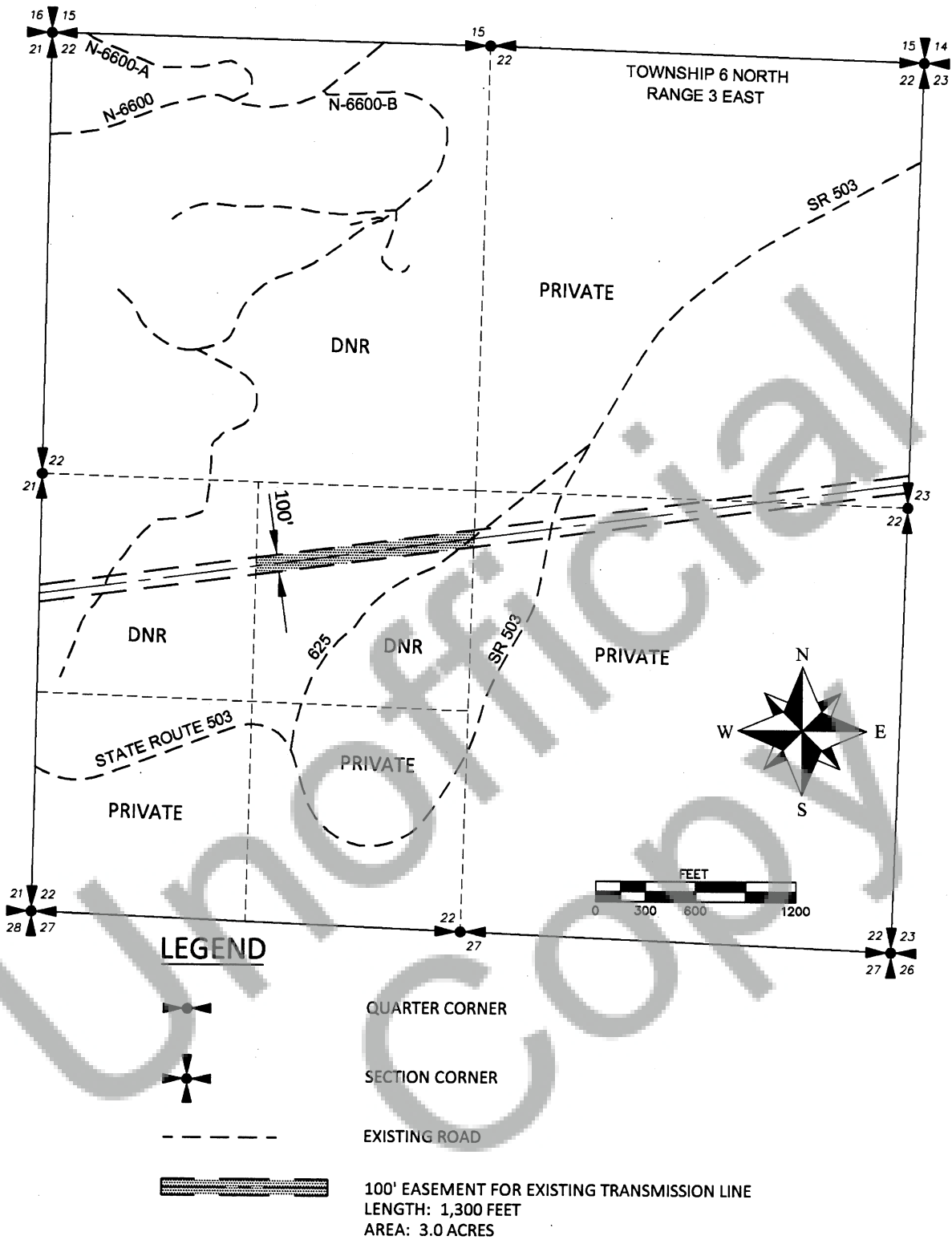


EXHIBIT C OPERATIONAL REQUIREMENTS

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 of

50% Fescue, Red 90% Germination

25% Ryegrass, Perennial 90% Germination

15% Bentgrass 85% Germination

10% Clover, White and White 90% Germination

Dutch (inoculated)

Weed seed shall not exceed 0.5% by weight

Upon termination of this Utility Line Easement, or the cessation of use, whichever is sooner, Grantee shall construct water bars across roads as designated by State.

State reserves the right to inspect the project 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.

In addition to compliance with those laws of the State of Washington pertaining to forest protection, Grantee shall have the following firefighting equipment on site during construction: operator shall provide a fully functional pump truck or pump trailer equipped to meet the specifications of WAC 332-24-005 and WAC 332-24-405 during the "closed season" or as extended by the State and shall provide trained personnel to operate this equipment during all operating periods.

**EXHIBIT D
HCP REQUIREMENTS**

1. The Grantee shall immediately notify the State of new locations of permit species covered in the Incidental Take permit (ITP) that are discovered within the Utility Line 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 Utility Line Easement Area the Grantee shall immediately notify the State. In all circumstances notification must occur within a 24 hour time period. Grantee may be required to take certain actions to help the 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 the State.
3. Any Forest Practices Permit submitted for activities on the Utility Line Easement 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.