

Return to: Pacific Power
500 N Keys Road
Yakima, WA 98901

CC#: 11531 WO#: 05679950
Tracking #:

RIGHT OF WAY EASEMENT

For value received, **BNSF RAILWAY COMPANY, a Delaware corporation** ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual easement for a right of way **70** feet in length and **10** feet in width, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, across or under the surface of the real property of Grantor in **Yakima** County, State of **Washington**, more particularly described as follows and/or shown on Exhibit *A* attached hereto and by this reference made a part hereof:

A portion of:

That property located within the W ½ NW ¼ of Section 19, in T13N, R19E of the Willamette Meridian, Yakima County, Washington, as depicted on Exhibit A.

Assessor's Parcel No. 191319-23017

Together with the right of ingress and egress, for Grantee, its contractors, or agents, to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment, material or vegetation of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the easement right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate, or to request the consolidation of, any

action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Prior to entering the Premises, Grantee shall and shall cause its contractor to comply with all Grantor's applicable safety rules and regulations.

Grantee shall notify Grantor's Roadmaster, *Mr. Andrew Vulgas at 602 W 3rd Street, Ellensburg, WA, 98926*, telephone (206) 625-6880 or cell (503) 799-4042, at least ten (10) business days prior to construction of the electric supply line and prior to entering the Premises for any subsequent maintenance thereon. Notwithstanding the foregoing sentence, Grantee may enter the Premises as reasonably necessary to respond to emergencies or outages without providing notice to Grantor.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.

Dated this 20th day of December, 2012.

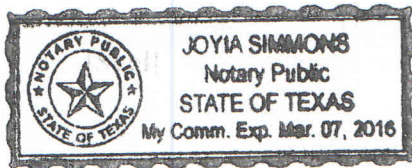
Carrie Thompson

**Carrie Thompson,
Manager - Land Revenue Management**

REPRESENTATIVE ACKNOWLEDGEMENT

State of TEXAS }
County of TARRANT } SS.

This instrument was acknowledged before me on this 20th day of December, 2012
by Carrie Thompson, as Manager - Land Revenue Mgmt.
of BNSF Railway Company.
Name of Representative Title of Representative Name of Entity on behalf of whom this instrument was executed



Joyia E. Simmons
Notary Public
My commission expires: 3/7/16

