

Tract Nos. Ha-0-640; 645; 646;  
657; 658.1; 660; 662; 712; 658;  
AR-137-1, P1; AR-139-4;  
AR-139-5; AR-139-6, P1A2;  
AR-140-1; AR-140-2; AR-142-1;  
AR-143-2; AR-150-2, P2

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

Agreement No. 1

THIS AGREEMENT, made and entered into this 1st day of March, 1971, by and between THE UNITED STATES OF AMERICA, Department of the Interior, acting by and through the Bonneville Power Administrator, herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, its successors and assigns:

An easement for a right of way for the construction, operation, use and maintenance of a transmission line, over and across a location as shown on Plat No. 34813, filed in the office of the Commissioner of Public Lands at Olympia, Washington, reductions of which are attached as Exhibits A, B, C, D, E, F and G, indicating said right of way in green, and by this reference made a part hereof, all in Skamania County, Washington.

A nonexclusive right to use an existing road and to construct and use a new road over and across the locations shown in red on the maps marked Exhibits H, I, J, K, L and M for the purpose of operating equipment commonly used for the construction, operation, use and maintenance of a transmission line.

The right, at any time within five (5) years of the date written above, to remove those trees which are located within the danger tree zones adjacent to the right of way, as identified on the application and maps submitted, and marked in the field by the Grantee and which have been appraised by the State and accounted for in the considerations hereunder.

This Agreement is subject to the terms and conditions hereinafter set out.

Section 16, Township 3 North, Range 8 East, W.M.

Subject, however, to an easement for right to overflow granted to W. G. Hufford on February 19, 1927 under Application No. 12878.

Subject, however, to an easement for right of way for access road granted to Bonneville Power Administration on October 19, 1954, under Application No. 22704.

Section 24, Township 3 North, Range 7 East, W.M.

Subject, however, to an easement for right of way for access road granted to Miles Stevenson on June 2, 1970 under Application No. 33384.

Consideration

The consideration paid by the Grantee to the State is as follows:

Damages \$53,760.00

Assignment

This Agreement, or any of the rights granted herein, shall not be assigned without prior written consent of the State, except that said rights granted herein may be used by any employee, contractor, or representative of the Grantee, hereinafter collectively referred to as "Permittee," while engaged in the Grantee's operations.

Term

The term of this Agreement shall be for the period this easement is used for the purposes specified herein; provided said tract shall automatically revert to the State, or its successors and assigns, within six (6) months of receipt of a

notice from the Grantee, or its assigns, that the easement over the said tract of land is no longer being used for the purposes specified herein. Upon receipt, said notice given by the Grantee, or its assigns, will be in the form of a recordable instrument. The Grantee, or its assigns, may, at its election, remove any salvageable material from said tract within six (6) months after such notice of nonuse has been given to the State or its assigns.

In the event that those portions of the right of way as shown on attached Exhibits A, B, C, D, E, F, G, H, I, J, K, L and M are not used by the Grantee, its successors or assigns, for the purpose for which it was granted, within a construction phase period of five (5) years, the rights of the Grantee within said portions of the right of way shall revert to the State, its successors or assigns; and said portions of the right of way shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of construction phase time as specified above 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 the State. Such terms and conditions shall be limited to the State's right to extend the construction phase period and modify the considerations due the State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Construction phase period used herein shall mean the period of time from the effective date of the Agreement to the date of actual use of this facility as contemplated by this Agreement.

#### Reservations to State

State reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights of way in a manner that will not unreasonably interfere with the rights granted herein.

The State reserves to itself, its successors and assigns, the right to develop, improve, and utilize the land and natural resources thereon, within the limits of the right of way granted herein, insofar as such reservations are compatible with the Grantee's operation and insofar as such action will not interfere with the rights of the Grantee.

In the event the State elects to act within the reservation, it shall give written notice to the Grantee of such election and will then assume responsibility for allowing no growth or obstruction on the right of way that will interfere with the Grantee's use thereof.

When so notified, Grantee will not eradicate by broadcast brush spraying, or other methods of removal, any growth on the portion of the right of way being so used by the State. In the event the Grantee injures or damages growth while responding to an emergency such as, but not limited to, a fire, flood, or facility failure, or necessary repair to such facility, the State shall have no recourse or cause of action against the Grantee for or on account of such injury.

Furthermore, the State shall notify the Grantee in writing of any cessation of any management plan enacted, and such notice will relieve the State of growth and obstruction control; provided, upon such notice of cessation, the State shall remove or cause to be removed, all growth and obstruction exceeding ten (10) feet in height.

The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

#### Compliance with Laws and Regulations

The Grantee shall comply with all applicable laws to the extent that it can legally do so, including all Department of Natural Resources regulations, county and municipal laws, ordinances, or regulations in effect and authorized by law or laws of the State of Washington.

The Grantee shall cause its Permittee to comply with those requirements and conditions set forth hereinafter which are applicable to the Permittee's operation.

In addition to compliance with those laws of the State of Washington pertaining to forest protection, the Grantee shall contact the State's District Administrator at Battle Ground, Washington, who shall determine any extra requirements pertaining to burning procedure, blasting, watchmen, extra patrol, pumps, tanks, fire hose, fire tools, etc., which are deemed necessary for prevention and suppression of fire resulting from construction operations. Such requirements will be included in the Grantee's invitation to bid and will be made part of the contract with the successful bidder.

The Grantee shall fall all snags fifteen (15) feet or more in height which are located on the State's land and are within seventy-five (75) feet distance from the outside limits of the right of way.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of such rights.

During operations under this Agreement, including the construction of roads and facilities, the Grantee shall take such precautions as necessary to minimize, insofar as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

Grantee shall require, as a condition of each Agreement with any of its Permittees exercising the rights granted herein, that said Permittee shall take all reasonable precautions to protect the State-owned crops and trees.

Any damage to trees and/or reproduction deemed by the State to be excessive or unnecessary shall be paid for at the appraised value as determined by the State. The Grantee may have the right to remove such trees upon payment therefor if such removal is authorized in writing by the State.

The Grantee's operations hereunder shall be conducted in such a way as to minimize damage to streamcourses, lakes and ponds. Streamcourses, lakes and ponds in the area of operation shall be cleared of logs, chunks and debris deposited therein as a result of operations hereunder. The use of machinery in the streamcourse, lake or pond is prohibited unless provision for such use is granted in writing by the District Administrator.

The Grantee shall exercise every necessary means to prevent contamination or pollution of the waters of any streamcourses, lakes or ponds as a result of any operation hereunder.

All essential care shall be taken by the Grantee to prevent fuel, oil, grease or other deleterious material from entering the waters of any streamcourses, lakes or ponds as a result of any operation on the right of way area. Refuse resulting from use, servicing, repair or abandonment of equipment shall be removed, buried or otherwise disposed. The Grantee shall avoid servicing of yarders, loaders, tractors, trucks and similar pieces of equipment on State lands at or adjacent to lakes, streams or recreation facilities.

Yarding equipment shall be set back from the stream bank so that the act of yarding or storing of yarded logs will not damage or encroach on the flowing stream. No timber shall be felled across or into, and no yarding shall be permitted in or through, such streamcourses, lakes and ponds unless permission to do so is granted in writing by the District Administrator.

All legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with the U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object. The Grantee shall record these references in the respective offices of the local county engineer and the Commissioner of Public Lands.



Installation Specifications

Trees that become an interference or a hazard to the rights herein granted and located outside of the limits of said right of way may be removed upon obtaining the written consent of the State and payment of the appraised value thereof.

Roads and Road Maintenance

The Grantee shall repair or cause to be repaired at its sole cost and expense that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road.

If the Grantee fouls the surfacing by dragging earth from sides or other sources across the road and onto the surface portion of the road, the Grantee shall resurface that portion so affected within a reasonable amount of time.

The Grantee shall, during periods of use, remove slides, fallen timber and other obstructions from the right of way.

The cost or performance of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When either party hereto uses a road, or portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards equal to or better than those existing at the time use is commenced; provided the State reserves the right to make reasonable regulations concerning priority of use and maintenance of said roads by it and others.

During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

(b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or surfacing said road or portion thereof.

Provided, however, that nothing herein shall preclude or interfere with the action of the Grantee in the event of an emergency.

Provided further, all obligations under this Agreement which are relative to road use, maintenance, and repair and which involve the expenditure of money of the United States Government, shall be subject to the availability of appropriations for such purposes.

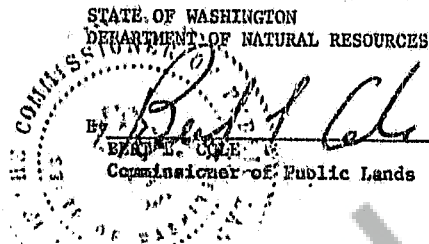
Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its District Administrator at Battle Ground, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below subscribed.

Dated this 17<sup>th</sup> day of June, 1971.



UNITED STATES OF AMERICA  
Department of the Interior  
Bonneville Power Administrator

By John V. Mulcahy  
John V. Mulcahy Title  
Chief, Branch of Land  
P. O. Box 3621  
Portland, OR 97208

App. No. 34813  
cwr

ADDENDUM "A"

<u>Tract No.</u>	<u>Legal Subdivision</u>	<u>Width of Right-of-Way</u>
Ha-O-640	N $\frac{1}{2}$ N $\frac{1}{2}$ of Section 13, Township 3 North, Range 8 East	12.5 feet
Ha-O-645 & 646	S $\frac{1}{2}$ N $\frac{1}{2}$ , N $\frac{1}{2}$ N $\frac{1}{2}$ , and N $\frac{1}{2}$ N $\frac{1}{2}$ of Section 16, Township 3 North, Range 8 East	12.5 feet
Ha-O-657	Government Lots 3 and 4 of Section 18, Township 3 North, Range 8 East	12.5 feet
Ha-O-658	SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13, Township 3 North, Range 7 $\frac{1}{2}$ East	12.5 feet
Ha-O-658.1 & 660	N $\frac{1}{2}$ N $\frac{1}{2}$ and Government Lots 1 and 4 of Section 24, Township 3 North, Range 7 $\frac{1}{2}$ East	12.5 feet
Ha-O-662	S $\frac{1}{2}$ N $\frac{1}{2}$ of Section 24, Township 3 North, Range 7 East	12.5 feet
Ha-O-712	N $\frac{1}{2}$ N $\frac{1}{2}$ and SE $\frac{1}{4}$ N $\frac{1}{2}$ of Section 15, Township 2 North, Range 7 East	150 feet
Ha-O-AR-137-1, P. 1	W $\frac{1}{2}$ N $\frac{1}{2}$ of Section 13, Township 3 North, Range 8 East	20 feet
Ha-O-AR-139-4 Ha-O-AR-139-5 Ha-O-AR-139-6, P. 1&2	SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ N $\frac{1}{2}$ of Section 16, Township 3 North, Range 8 East	20 feet
Ha-O-AR-140-1 "	SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of Section 16, Township 3 North, Range 8 East	50 feet (451 feet) 20 feet (1504 feet)
Ha-O-AR-140-2		20 feet
Ha-O-AR-142-1	SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13, Township 3 North, Range 7 $\frac{1}{2}$ East	20 feet
Ha-O-AR-143-2	NW $\frac{1}{4}$ N $\frac{1}{2}$ and Government Lot 1 of Section 24, Township 3 North, Range 7 $\frac{1}{2}$ East	20 feet
Ha-O-AR-150-2, P. 2	N $\frac{1}{2}$ N $\frac{1}{2}$ and SE $\frac{1}{4}$ N $\frac{1}{2}$ of Section 15, Township 2 North, Range 7 East	50 feet

App. No. 34813  
State of Washington



BOOK 27 PAGE 1

SKAMANIA COUNTY, WASHINGTON

**SCALE 1 INCH = 400 FEET**



## CERTIFICATE

I, Rich E. Williams, Civil Engineer, for the Bonneville Power Administration, do hereby certify that this map accurately represents the location of the transmission line (right of way and access road) across Section 13, Township 2 North, Range 3 East, W.D.

**NOTE:**  
Bearings and coordinates referred to  
Washington Coordinate System - South  
Tape.

151821-DTM-G



WJN 8-1-75, REVISED 4-23-77

## Other A

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# RIGHT OF WAY PLAT

## BONNEVILLE

### POWER ADMINISTRATION

BOOK 63 PAGE 54

SECTION 24 T3 N R7E WM  
SKAMANIA COUNTY, WASHINGTON

SCALE 1 INCH = 400 FEET

Post  
Mound Of Rock  
Y 150 629.6  
X 1 642 709.0

IP &  
Brass Cap  
Y 150 518.2  
X 1 648 043.6

NA-0-882  
STATE OF WASHINGTON  
(DEPT. OF NATURAL RESOURCES)

EQ 1595155.78"  
EQ 1595155.78"  
43°10'20"RI  
Y 148 187.2  
X 1 647 055.1

SW NE  
19.4 Ac

SE NE  
24.4 Ac 0.4 Ac



IP &  
Brass Cap  
Y 147 883.3  
X 1 648 022.6

IP &  
Brass Cap  
Y 145 393.9  
X 1 642 639.1

IP &  
Brass Cap  
Y 145 276.1  
X 1 647 976.5



#### CERTIFICATE

I, Kirk E. Williams, Civil Engineer, for the  
Bonneville Power Administration, do hereby certify  
that this map accurately represents the location  
of the transmission line right of way across Sec-  
tion 24, Township 3 North, Range 7 East, W 1/2

*Kirk E. Williams*

NOTE:  
Bearings and coordinates referred to  
Washington Coordinate System-South  
Zone

34213

150833-DTM-B

EXHIBIT B



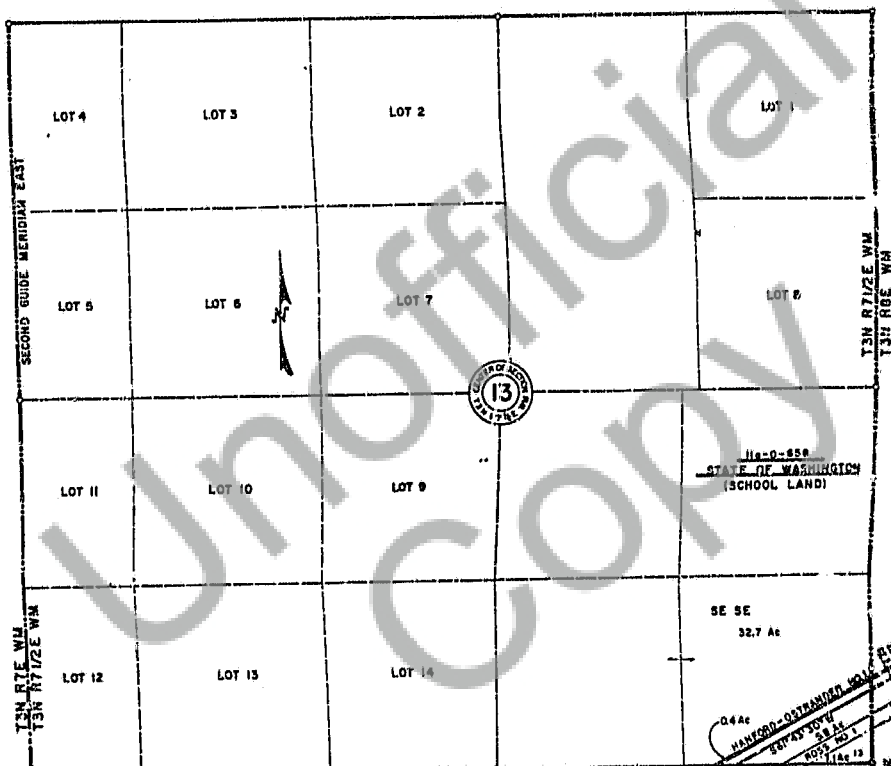
**RIGHT OF WAY PLAT**  
**BONNEVILLE**  
**POWER ADMINISTRATION**

BOOK 63 PAGE 52

SECTION 13 T 3 N R 7 1/2 E WM

SKAMAHIA COUNTY, WASHINGTON

SCALE 1 INCH = 400 FEET



**CERTIFICATE**

I, Kirk E. Williams, Civil Engineer, for the Bonneville Power Administration, do hereby certify that this map represents the location of the transmission line right of way across Section 13, Township 3 North, Range 7 1/2 East, W.M., as projected from G.L.D. plans.

*Kirk E. Williams*

**NOTE:**

Bearings and coordinates referenced to Washington Coordinate System, State Zone.

DVS/3

150527-DTM-B

**EXHIBIT C**

# RIGHT OF WAY PLAT BONNEVILLE

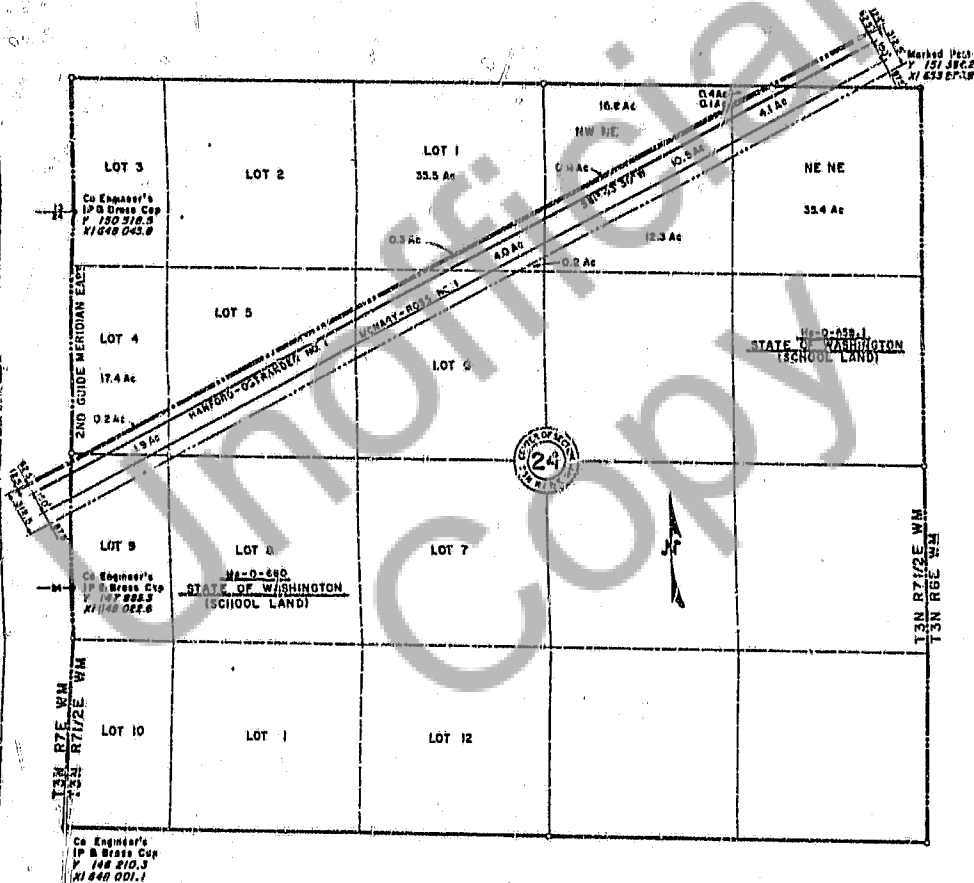
BOOK 63 PAGE 526

## POWER ADMINISTRATION

SECTION 24 T.3 N. R.7½ E. WM

SKAMANIA COUNTY, WASHINGTON

SCALE 1 INCH = 400 FEET



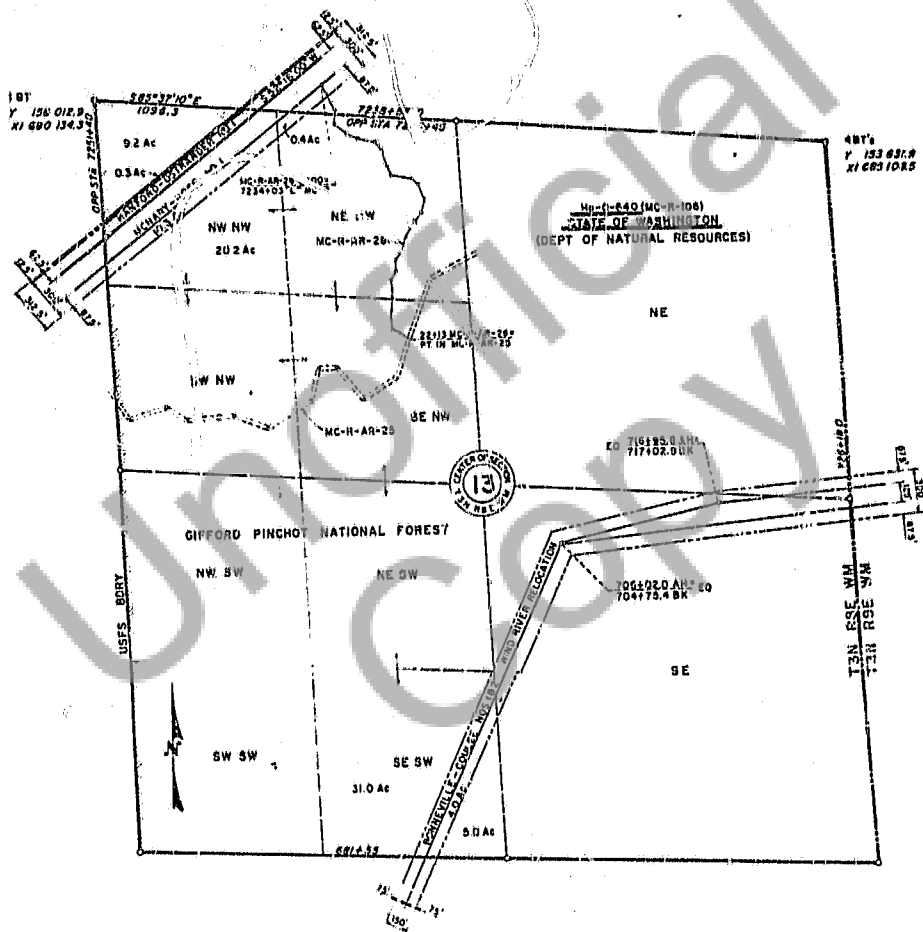
CERTIFICATE

# RIGHT OF WAY PLAT BONNEVILLE POWER ADMINISTRATION

BOOK 63 PAGE 57

SECTION 13 T3N R8E WM  
SKAMANIA COUNTY, WASHINGTON

SCALE 1 INCH = 400 FEET



## CERTIFICATE

I, Neil E. Williams, Civil Engineer, for the Bonneville Power Administration, do hereby certify that this map represents the location of the transmission line right of way plat, Section 13, Township 3 North, Range 8 East, W.M., as projected from C.L.O. (111).

NOTE:  
Bearings and coordinates referred to Washington Coordinate System - South Zone

34813

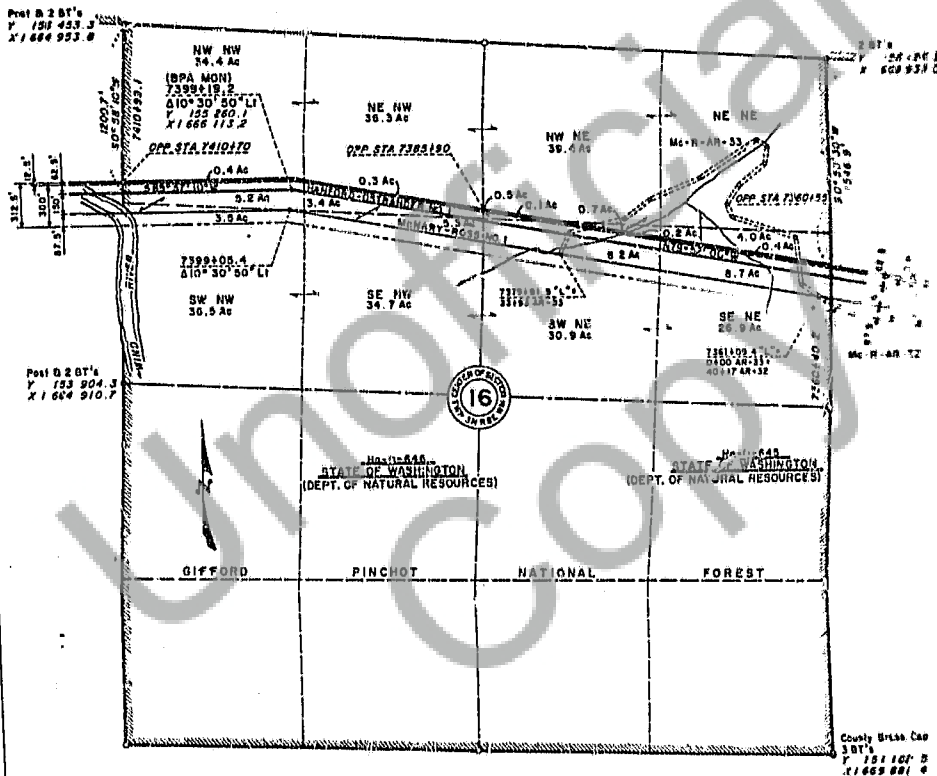
50525-OTM-B

# RIGHT OF WAY PLAT BONNEVILLE POWER ADMINISTRATION

BOOK 63 PAGE 58

SECTION 16 T3 N R8E WM  
SKAMANIA COUNTY, WASHINGTON

SCALE 1 INCH = 400 FEET



## CERTIFICATE

I, W. C. Williams, Civil Engineer, for the Bonneville Power Administration, do hereby certify that this map accurately represents the location of the transmission line right of way across Section 16, Township 3 North, Range 8 East, W.M.

*W. C. Williams*

## NOTE:

Bearings and distances refer to the Washington Coordinate System - 32-27 Zone.

EXHIBIT F

150528-DTM-B





SECRET

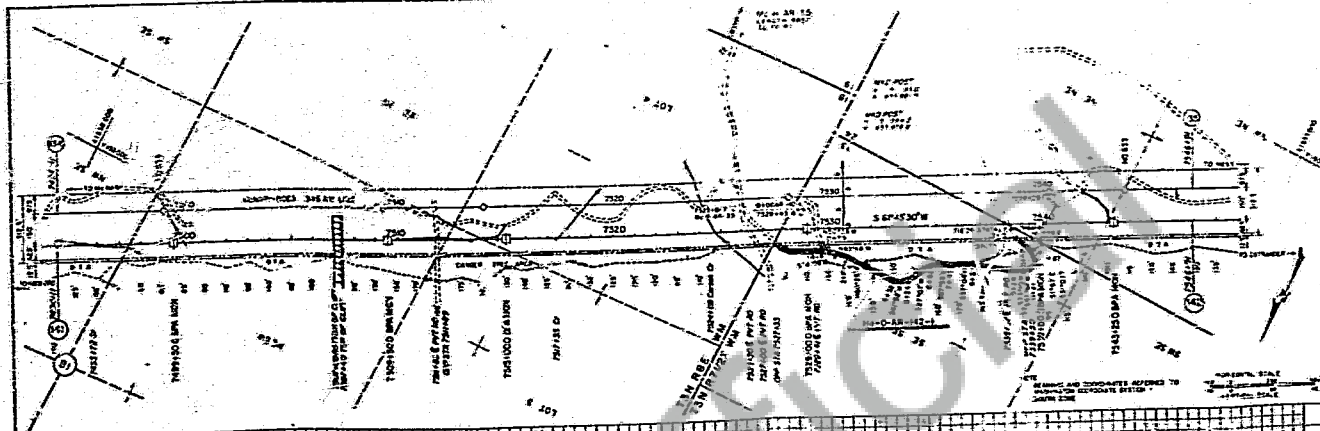
2017

TRUCK NO	TYPE	LOCATION	CLASSIFICATION	STATUS
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101-102	TRUCK	101-102	101-102	101-102
101-103	TRUCK	101-103	101-103	101-103
101-104	TRUCK	101-104	101-104	101-104
101-105	TRUCK	101-105	101-105	101-105
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101-199	TRUCK	101-199	101-199	101-199
101-200	TRUCK	101-200	101-200	101-200

[illegible]







SECS 18, 13 & 24 T3N R8B7W2E NW				
SHERMAN COUNTY, WASHINGTON				
DATE	TO	FROM	AMOUNT	REMARKS
1911	1000	1000	0.00	1000
1912	1000	1000	0.00	1000
1913	1000	1000	0.00	1000
1914	1000	1000	0.00	1000
1915	1000	1000	0.00	1000
1916	1000	1000	0.00	1000
1917	1000	1000	0.00	1000
1918	1000	1000	0.00	1000
1919	1000	1000	0.00	1000
1920	1000	1000	0.00	1000
1921	1000	1000	0.00	1000
1922	1000	1000	0.00	1000
1923	1000	1000	0.00	1000
1924	1000	1000	0.00	1000
1925	1000	1000	0.00	1000
1926	1000	1000	0.00	1000
1927	1000	1000	0.00	1000
1928	1000	1000	0.00	1000
1929	1000	1000	0.00	1000
1930	1000	1000	0.00	1000
1931	1000	1000	0.00	1000
1932	1000	1000	0.00	1000
1933	1000	1000	0.00	1000
1934	1000	1000	0.00	1000
1935	1000	1000	0.00	1000
1936	1000	1000	0.00	1000
1937	1000	1000	0.00	1000
1938	1000	1000	0.00	1000
1939	1000	1000	0.00	1000
1940	1000	1000	0.00	1000
1941	1000	1000	0.00	1000
1942	1000	1000	0.00	1000
1943	1000	1000	0.00	1000
1944	1000	1000	0.00	1000
1945	1000	1000	0.00	1000
1946	1000	1000	0.00	1000
1947	1000	1000	0.00	1000
1948	1000	1000	0.00	1000
1949	1000	1000	0.00	1000
1950	1000	1000	0.00	1000
1951	1000	1000	0.00	1000
1952	1000	1000	0.00	1000
1953	1000	1000	0.00	1000
1954	1000	1000	0.00	1000
1955	1000	1000	0.00	1000
1956	1000	1000	0.00	1000
1957	1000	1000	0.00	1000
1958	1000	1000	0.00	1000
1959	1000	1000	0.00	1000
1960	1000	1000	0.00	1000
1961	1000	1000	0.00	1000
1962	1000	1000	0.00	1000
1963	1000	1000	0.00	1000
1964	1000	1000	0.00	1000
1965	1000	1000	0.00	1000
1966	1000	1000	0.00	1000
1967	1000	1000	0.00	1000
1968	1000	1000	0.00	1000
1969	1000	1000	0.00	1000
1970	1000	1000	0.00	1000
1971	1000	1000	0.00	1000
1972	1000	1000	0.00	1000
1973	1000	1000	0.00	1000
1974	1000	1000	0.00	1000
1975	1000	1000	0.00	1000
1976	1000	1000	0.00	1000
1977	1000	1000	0.00	1000
1978	1000	1000	0.00	1000
1979	1000	1000	0.00	1000
1980	1000	1000	0.00	1000

Exhibit J

### ACCESS AND LEGEND

**End:**

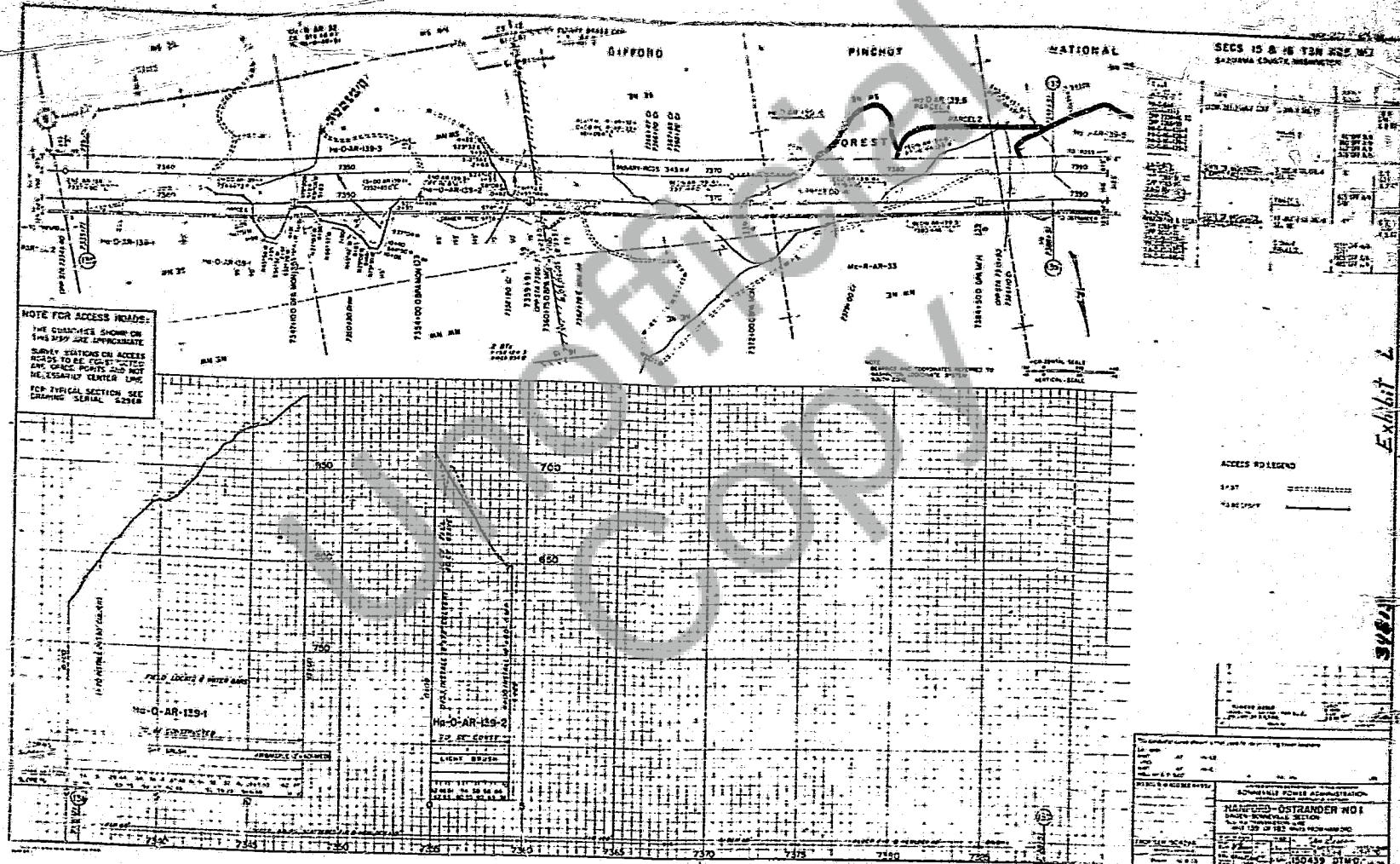
TRANSFORM

[illegible]





Exhibit 2





BOOK 63 PAGE 05

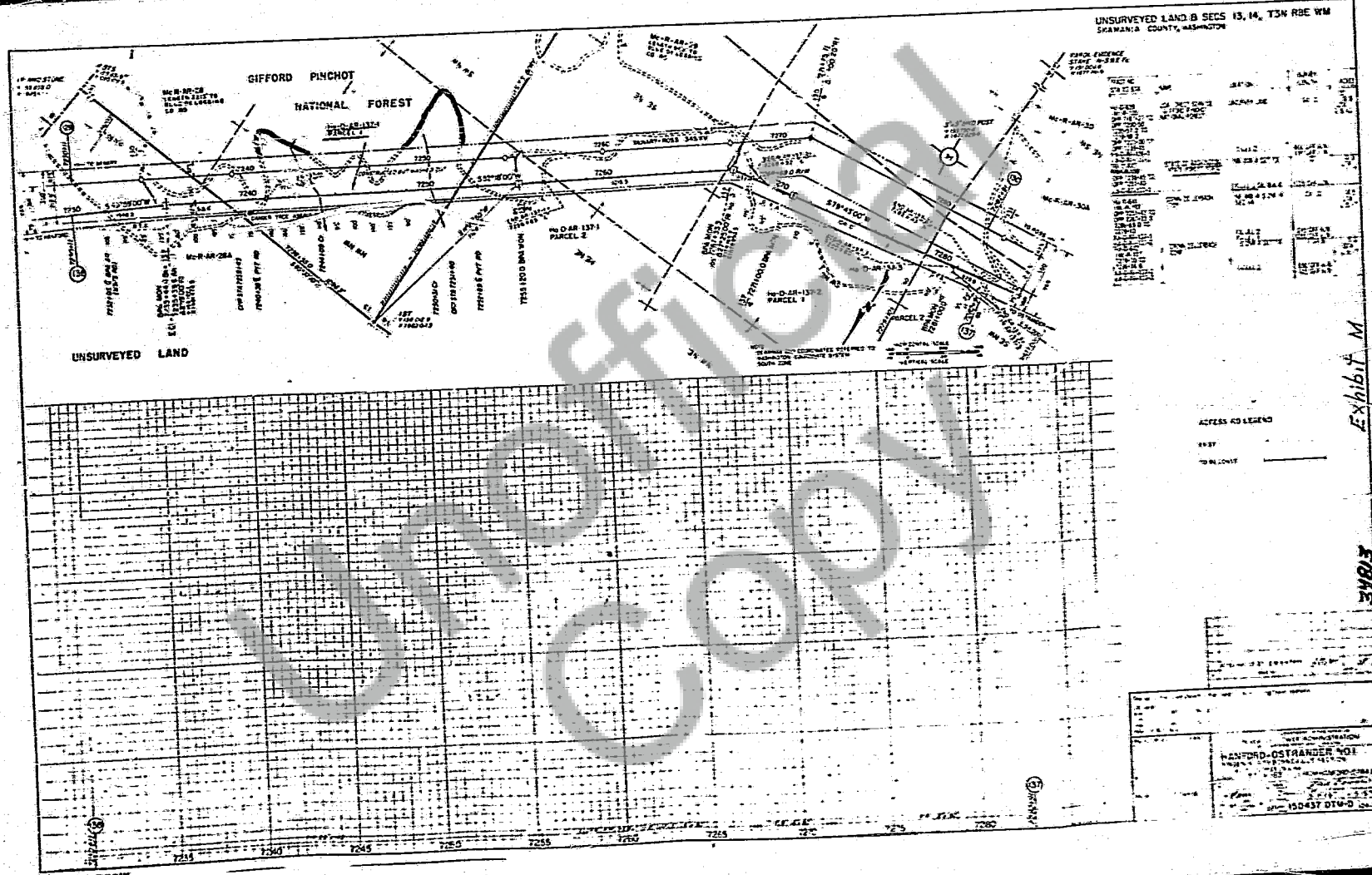


Exhibit M

EXHIBIT

HANFORD-OSTRANDER COE	
150437 DTW-D	

73647

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

B. J. Salnessen  
OF Stennessen, Ida

AT 8:40 P.M. July 8, 1971

WAS RECORDED IN BOOK 63

OF Block AT PAGE 47

RECORDS OF SKAMANIA COUNTY, WASH.

W. H. Ford

CO. CLERK

E. McFarland

REGISTERED
INDEXED: <u>612</u>
INDIRECT: <u>1</u>
RECORDED:
COMPARED
MAILED

