

75524

GRANT COUNTY WASH.
REAL ESTATE DEPT.
EXEMPT
MAY 19 1972
COUNTY TREASURER
Mary B. B...

Tract Nos. Ha-O-604; 615; 617; 618;
619; 620 and 622
Ha-O-AR-106-1, P. 4 & 6
Ha-O-AR-112-1
Ha-O-AR-113-2
Ha-O-AR-114-1
Ha-O-AR-114-2, P. 1
Ha-O-AR-124-1, P. 2

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The Grantors, BRUCE M. STEVENSON and MARY H. STEVENSON, and WALLACE E. STEVENSON and FRISCELLA B. STEVENSON, a partnership doing business under the firm names of S.D.S. LUMBER COMPANY and S.D.S. COMPANY, and THE BANK OF CALIFORNIA, N.A., Trustees under the Will of W. F. Daubenspeck, also known as William Frank Daubenspeck, deceased (Klickitat County, Washington, Probate Cause No. 1108), former partner, and LENA E. DAUBENSPECK, widow of W. F. Daubenspeck, for and in consideration of the sum of FIFTEEN THOUSAND NINE HUNDRED TEN DOLLARS (\$15,910.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grant, bargain, sell, and convey to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, operate and patrol one line of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables, and appurtenances as are necessary thereto, in, over, upon and across the following described parcels of land in the Counties of Klickitat and Skamania, in the State of Washington, to-wit:

For legal description, see Exhibit A attached hereto and by this reference made a part hereof;

together with the present and future right to clear said right-of-way and keep the same clear of brush, timber, structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees; and also the present right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantors adjacent to the above-described right-of-way, which could fall within 35 feet of any conductor of the electric transmission facilities hereinbefore described; provided however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land colored in green on Exhibits B, C, D, E, F, and G, attached hereto and by this reference made a part hereof; also, individual danger trees described as follows:

- One 30-inch in diameter Douglas Fir, 65 feet outside of right-of-way on the northerly side, Opposite survey station 85+90.
- One 34-inch in diameter White Fir, 70 feet outside of right-of-way on the northerly side, Opposite survey station 85+90.
- One 18-inch in diameter Douglas Fir, 5 feet outside of right-of-way on the northerly side, Opposite survey station 1198+40.
- One 20-inch in diameter Douglas Fir, 15 feet outside of right-of-way on the northerly side, Opposite survey station 1209+30.
- One 24-inch in diameter Douglas Fir, 50 feet outside of right-of-way on the northerly side, Opposite survey station 6771+00.
- One 32-inch in diameter Douglas Fir, 5 feet outside of right-of-way on the northerly side, Opposite survey station 6858+10,

and contiguous to said right-of-way that are danger trees on October 10, 1970 (hereinafter called "present danger trees"). The right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within 3 years after all present danger trees have been cut, and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES OF AMERICA, such payment to be made within a reasonable period of time after they have been so cut; and

Grantors also hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right-of-way for the construction, operation, use, and maintenance of roads #20 and #50 feet in width on, over, and across the land of the Grantors in the NE¹/₄, the SE¹/₄, and the SW¹/₄ of Section 11, Township 4 North, Range 13 East, W.M.; the NW¹/₄ of Section 26, the NE¹/₄SE¹/₄, the W¹/₂SE¹/₄, and the SW¹/₄SE¹/₄ of Section 27, all in Township 4 North, Range 12 East, W.M., and the NE¹/₄ of Section 12, Township 3 North, Range 10 East, W.M., all in Klickitat County, Washington.

*20 feet in width

Ha-O-AR-112-1

Ha-O-AR-124-1, P. 2

*50 feet in width

Ha-O-AR-106-1, P. 4 and 6

Ha-O-AR-113-2

Ha-O-AR-114-1

Ha-O-AR-114-2, P. 1

for the following purposes, namely: the right to enter and to clear of timber, danger trees, and brush, to build, cut, fill, level, grade, drain, surface, use, maintain, repair and rebuild roads and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right-of-way, as shown colored in red on drawings Serial No. 150424 DTM-D, 150404 DTM-D, 150412 DTM-D, 150413 DTM-D, and 150414 DTM-D, prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto as Exhibits B, H, I, J, and K, respectively.

The Grantors reserve the right of ingress and egress over and across said roads and the right to pass an repass along and on said roads insofar as the same extend across the lands of the Grantors, said right to be exercised in a manner that will not interfere with the use of the roads by the UNITED STATES OF AMERICA, its employees, contractors or assigns.

It is understood and agreed that if said roads are damaged by the UNITED STATES OF AMERICA, its employees, contractors or assigns, the UNITED STATES OF AMERICA, subject to the availability of appropriations, or its assigns, will repair such damage. It is further understood and agreed that the Grantors may erect or maintain fences across such roads, provided adequate gates of not less than 16 feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

It is understood and agreed that the above listed access roads may be used for ingress and egress to and from the Bonneville Power Administration's Hanford-Ostrander No. 1 transmission line and to and from any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

It is further understood and agreed that the rights acquired by the UNITED STATES OF AMERICA herein shall include all necessary and convenient access over, along, and across existing roads on premises owned by the Grantors within existing Bonneville Power Administration easements.

1. It is agreed that any damage to Grantors' agricultural crops, fences, or irrigation or drainage systems on the right-of-way resulting from and in the course of construction, reconstruction or maintenance of the transmission line or lines shall be repaired, replaced or paid for by the United States of America or its contractor. Where payment is made, the amount of damages will be determined by an appraisal made by the United States of America.
2. The United States of America shall have the right to grade, cultivate, plant and maintain grass, shrubs, or other cover or ornamental plants upon the portion of the right-of-way not otherwise being utilized by the Grantors.
3. For the purpose of preserving the natural appearance of the right-of-way, it is agreed by the Grantors and the Government that the right-of-way shall not be used for the accumulation or dumping of litter, trash or other foreign material. The United States of America agrees that any such accumulations resulting from its entry upon the right-of-way for construction or maintenance purposes will be removed or disposed of by the United States of America or its contractor.

As part of the consideration for this grant it is agreed that the foregoing provisions numbered 1, 2, and 3, shall hereafter also apply to the previously existing right-of-way on Grantors' property described in the Schedule of Damages-Allotted Indian Lands (Vancouver Allotment No. 642), dated January 20, 1954, on file with the Superintendent, Yakima Indian Agency, Toppenish, Washington (Tract Mc-R-67); in the easement dated August 2, 1954, recorded September 10, 1954, in Book 38, page 381, under Auditor's File No. 47513 (Tract Mc-R-80); the easement dated October 20, 1954, recorded November 5, 1954, in Book 39, page 1, under Auditor's File No. 47809 (Tracts Mc-R-81, 82, 83, 85 and 89); and in the easement dated July 31, 1954, recorded August 11, 1954, in Book 38, page 323, under Auditor's File No. 47405 (Tract Mc-R-84), said easements being recorded in the Deed Records of Skamania County, Washington.

It is further understood and agreed that the Grantors shall have the right of first refusal to purchase any forest products cut from the above listed Kootenai-Ostrander No. 1 transmission line tracts of land; provided Grantors offer terms and prices equal to or better than prevailing market prices therefor. When Grantors purchase logs hereunder, the volume and grade of same shall be determined in accordance with the Columbia River scaling and Log Grading Bureau.

HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

Except as hereinabove expressly provided, the Grantors covenant to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the rights-of-way on October 10, 1970, and the title to all present danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that title to any additional danger trees shall vest in the UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof; and that the consideration stated herein is accepted by the Grantors as full compensation for all damages incidental to the exercise of said easement and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the UNITED STATES OF AMERICA as herein provided.

The Grantors also covenant to and with the UNITED STATES OF AMERICA that Grantors are lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantors will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

DATED this 4th day of October, 1972.

STATE OF WASH., COUNTY OF KLIKKITIAI
FILED OR RECORDED

Vol. 1590 of Deeds Page 669-83

Request of PNTS

On October 19, 2:22pm, 1972

Archie L. Paley County Auditor

E. Richardson Deputy

Mail to BPA

Bruce M. Stevenson
Bruce M. Stevenson

Mary H. Stevenson
Mary H. Stevenson

Wallace E. Stevenson
Wallace E. Stevenson

Priscilla B. Stevenson
Priscilla B. Stevenson

Lena E. Daubenspeck
Lena E. Daubenspeck

THE BANK OF CALIFORNIA, N.A., Trustee
under the Will of W. F. Daubenspeck,
also known as William Frank Daubenspeck,
deceased

By Lewis R. Thompson
Trust Officer

By _____

THE BANK OF CALIFORNIA, N.A. - SAN FRANCISCO

(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Washington } ss:
COUNTY OF Klickitat }

On the 4th day of Oct., 1972, personally came before me, a notary public in and for said County and State, the within-named BRUCE M. STEVENSON and MARY H. STEVENSON, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Bruce M. Stevenson
Notary Public in and for the
State of Washington
Residing at White Salmon

My commission expires: 11-19-74STATE OF Washington } ss:
COUNTY OF Klickitat }

On the 4th day of Oct., 1972, personally came before me, a notary public in and for said County and State, the within-named WALLACE E. STEVENSON and PRISCILLA B. STEVENSON, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Wallace E. Stevenson
Notary Public in and for the
State of Washington
Residing at White Salmon

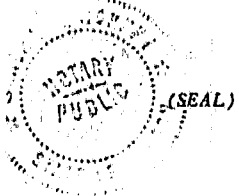
My commission expires: 11-19-74

(Corporate Form)

STATE OF Oregon }
COUNTY OF Multnomah } ss:

On this 11th day of October, 1972, before me personally appeared Lewis R. Thompson and Trust Officer and and to me known to be the of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.



Sandra L. Sorikki
Notary Public in and for the
State of Oregon
Residing at Portland, Oregon
My commission expires:
SANDRA L. SORIKKI
NOTARY PUBLIC FOR OREGON
My Commission Expires Feb. 1, 1975

STATE OF Washington }
COUNTY OF Klickitat } ss:

On the 4th day of Oct, 1972, personally came before me, a notary public in and for said County and State, the within-named LENA E. DAUBENSPECK, a widow, to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Lenah E. Daubenspeck
Notary Public in and for the
State of Washington
Residing at Spokane, Washington
My commission expires: 1974

The within instrument was recorded on the 15 day of Nov at 3:06 P.M. in Shamuseen County Vol. 64 Page 712 records of Record.

True, 1972,
File No. 75524
County, Shamuseen (State), Idaho

By E. Maynard
Deputy.

Tract No. Ha-O-604

A right-of-way 12.5 feet wide over and across the S $\frac{1}{4}$ SW $\frac{1}{4}$ of sec. 12, T. 3 N., R. 10 E., W.M., Klickitat County, Washington. The 12.5-foot-wide right-of-way is located on the northerly side of, runs parallel with and adjoins the existing 250-foot-wide right-of-way for the Bonneville Power Administration McNary-Ross transmission line. The boundaries of the 12.5-foot-wide right-of-way are located 212.5 feet northerly from and 225.0 feet northerly from and parallel with the survey line for said McNary-Ross transmission line. The survey line is described, with reference to the Washington Coordinate System--South Zone, as follows:

Beginning on the west line of sec. 12, T. 3 N., R. 10 E., W.M., at survey station 62+51.9 which is N. 0° 14' 10" E., 106.4 feet from the west quarter corner of section 12. This corner is evidenced by one bearing tree. Thence N. 75° 49' 50" E., 2,687.5 feet to the north-south quarter section line of section 12 at station 89+39.4 which is S. 0° 08' 10" E., 1,816.9 feet from the north quarter corner of section 12. This corner is evidenced by a hub and one bearing tree.

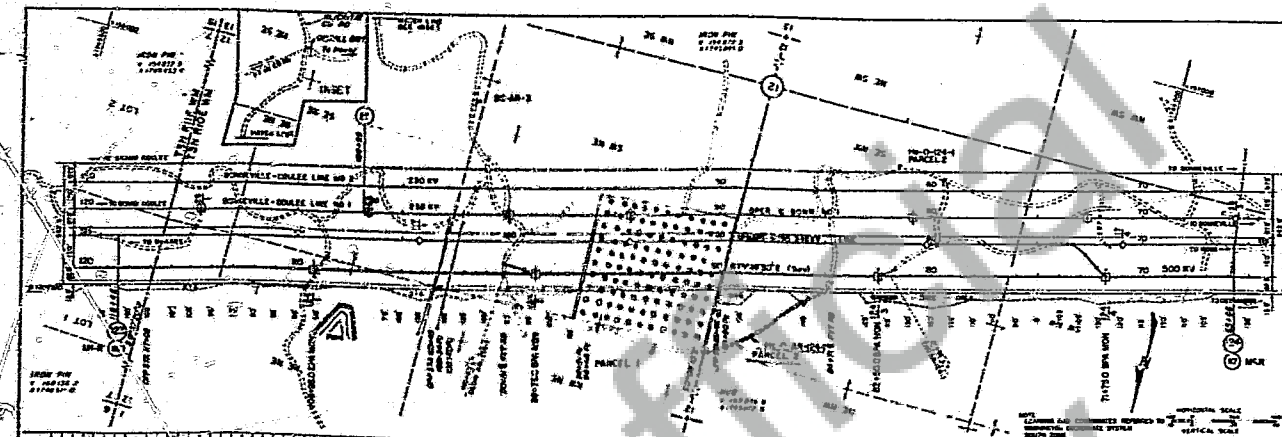
Tracts No. Ha-O-616; 617; 618; 619; 620 and 622

That portion of a strip of land 12.5 feet wide which lies within the following:

The NW $\frac{1}{4}$ SE $\frac{1}{4}$, the NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying north of a strip of land acquired for the U.S.A. Bonneville Power Administration transmission line, in Section 9, the NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying north of a strip of land for said transmission line, and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ in Section 8, the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7, all in Township 3 North, Range 10 East, Willamette Meridian, and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 3 North, Range 9 East, Willamette Meridian, Skamania County, Washington.

Said strip of land lies on the northerly side of, is parallel with and adjoins the existing right of way of the U.S.A. Bonneville Power Administration's McNary-Ross transmission line, as described in the easement dated August 2, 1954, recorded September 10, 1954, in Book 38, page 381, under Auditor's File No. 47513 (Tract Mc-R-80), the easement dated October 20, 1954, recorded November 5, 1954, in Book 39, page 1, under Auditor's File No. 47809 (Tracts Mc-R-81, 82, 83, 85 and 89), and in the easement dated July 31, 1954, recorded August 11, 1954, in Book 38, page 323, under Auditor's File No. 47405 (Tract Mc-R-84), Deed Records of Skamania County, Washington.



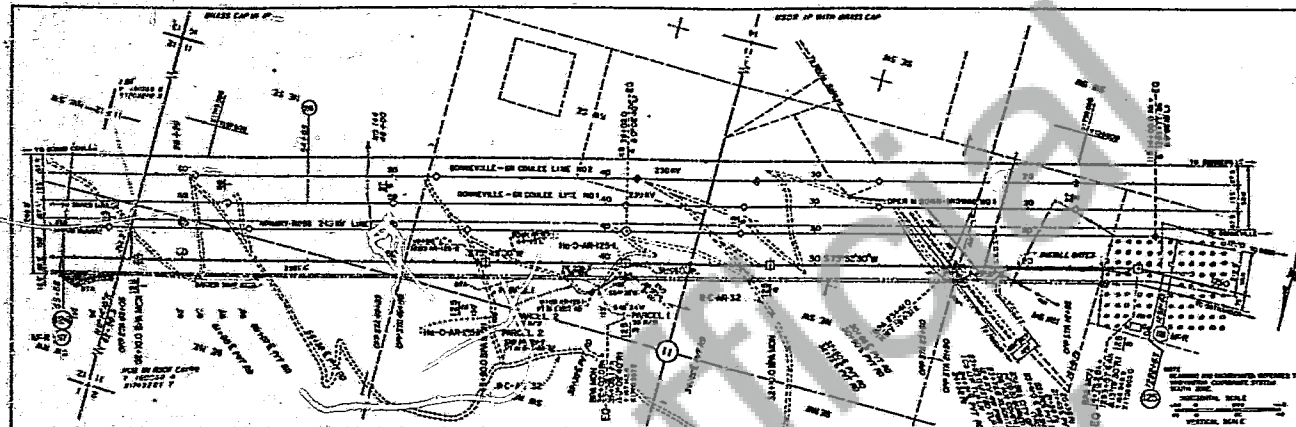
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SECS 7 & 12 T3N R11E 10E WM
BLADYAT COUNTY, WISCONSIN

FEB 14 1979

159-PAI 574

REMARKS

[illegible]

ACCEPTS NO LIABILITIES

534

TO BE SENT

[illegible][illegible]

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EXHIBIT E

204 285

NOTE
SEARCHES AND COORDINATES REFERRED TO
WASHINGTON COORDINATE SYSTEM. NORTH
SOUTH ZONE

SECS 9 & 8 T3N R10E WM
SKAMANIA COUNTY, WASHINGTON

TRACT	NAME	LOCATION	SURVEY LENGTH	ACRES
W-0-517 OPP 1228-35 TO OPP 1182-35	SD & S LUMBER CO	PART OF N/2SW/4 SEC 9	0'	0.6 2.6 AC
W-0-518 OPP 1182-35 TO OPP 1172-42.6 IN OPP 6752-31.0 AH TO OPP 6775-35	SD & S LUMBER CO	PART OF NE/4SE/4 NW/4SE/4 SEC 8	0'	3.8 2.3 AC
W-0-519 OPP 8775-35 TO OPP 9282-30	SD & S LUMBER CO	NW/4SE/4 SEC 8	0'	0.6 2.6 AC

UNITED STATES DEPARTMENT OF THE INTERIOR
BONNEVILLE POWER ADMINISTRATION
HEADQUARTERS PORTLAND OREGON

**HANFORD-OSTRANDER NO
BINGEN-NORTH BONNEVILLE SECTION
500 KV TRANSMISSION LINE
MILE 128 OF 183 MILES FROM HANFORD**

[illegible]

176-621-144

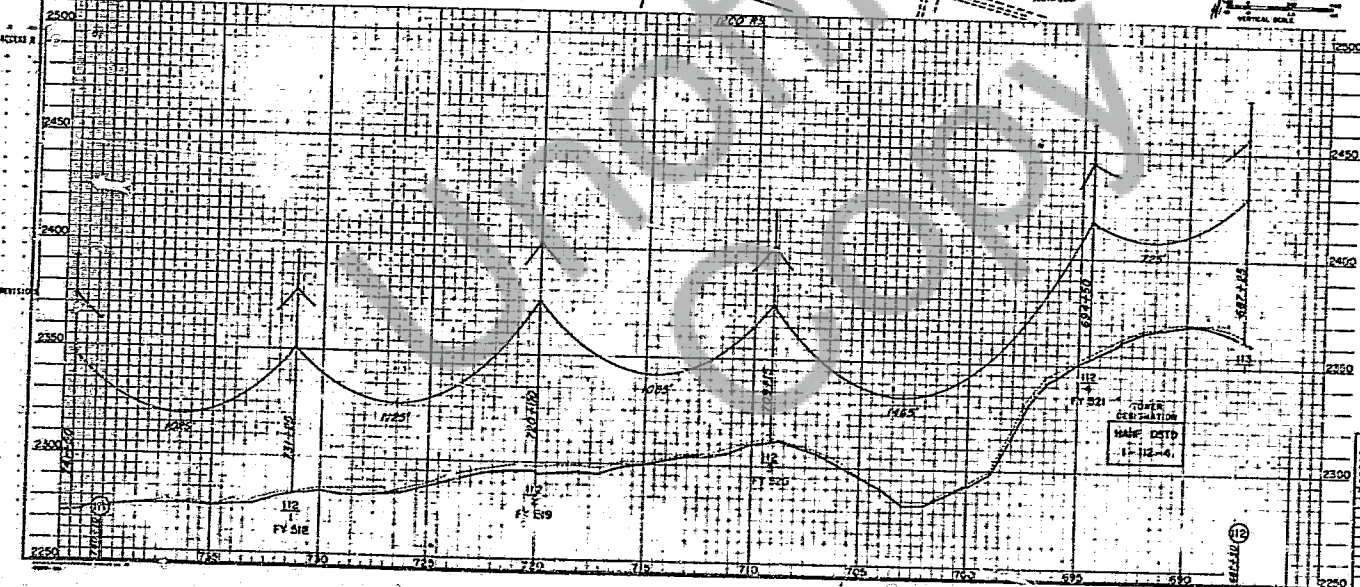
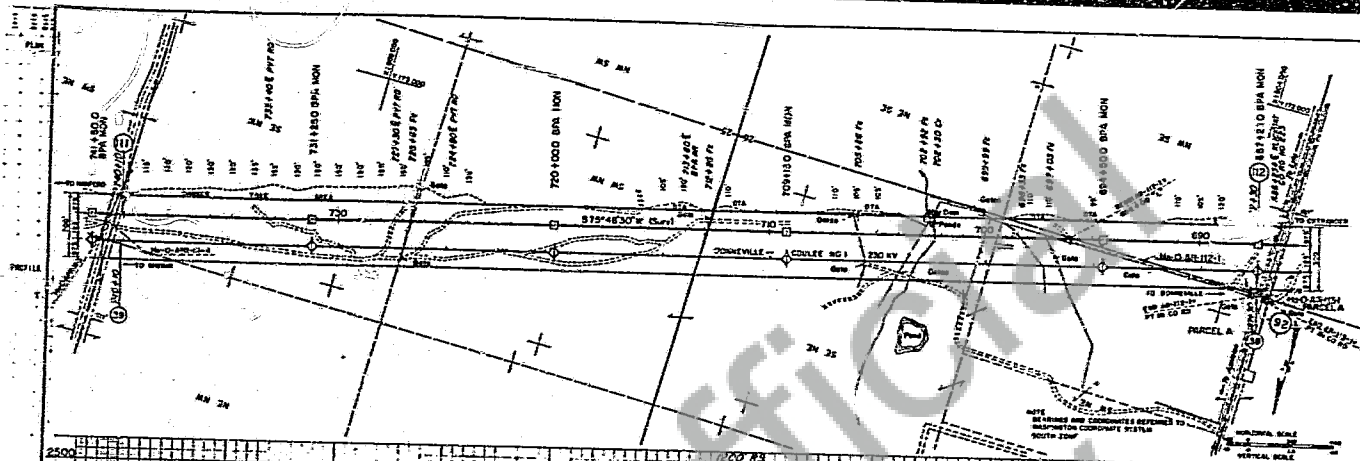




159 PAFF 680

EXHIBIT H

15



SECS 25 & 26 T4N R12E WM
BLACKHAWK COUNTY, IOWA

ACCESS NO. LEGEND

EXIST	ROADWAY
TO BE CONVD	ROADWAY
BE REMOVED	ROADWAY
EXIST ON VULNE	ROADWAY
ADJACENT TO VULNE	ROADWAY
EXISTING ROAD	ROADWAY
ADJACENT	ROADWAY

TRACT NO.	DATE	LOCATION	REMARKS	AREA
TRACT NO. 1	1915	100' W. SECTION	SECTION 25, T4N R12E WM	1.00
TRACT NO. 2	1915	100' E. SECTION	SECTION 26, T4N R12E WM	1.00
TRACT NO. 3	1915	100' S. SECTION	SECTION 25, T4N R12E WM	1.00
TRACT NO. 4	1915	100' W. SECTION	SECTION 26, T4N R12E WM	1.00
TRACT NO. 5	1915	100' E. SECTION	SECTION 25, T4N R12E WM	1.00
TRACT NO. 6	1915	100' S. SECTION	SECTION 26, T4N R12E WM	1.00
TRACT NO. 7	1915	100' W. SECTION	SECTION 25, T4N R12E WM	1.00
TRACT NO. 8	1915	100' E. SECTION	SECTION 26, T4N R12E WM	1.00
TRACT NO. 9	1915	100' S. SECTION	SECTION 25, T4N R12E WM	1.00
TRACT NO. 10	1915	100' W. SECTION	SECTION 26, T4N R12E WM	1.00

WEL 159 PAGE 681

For contractor use only - to be filled out by contractor before starting work.

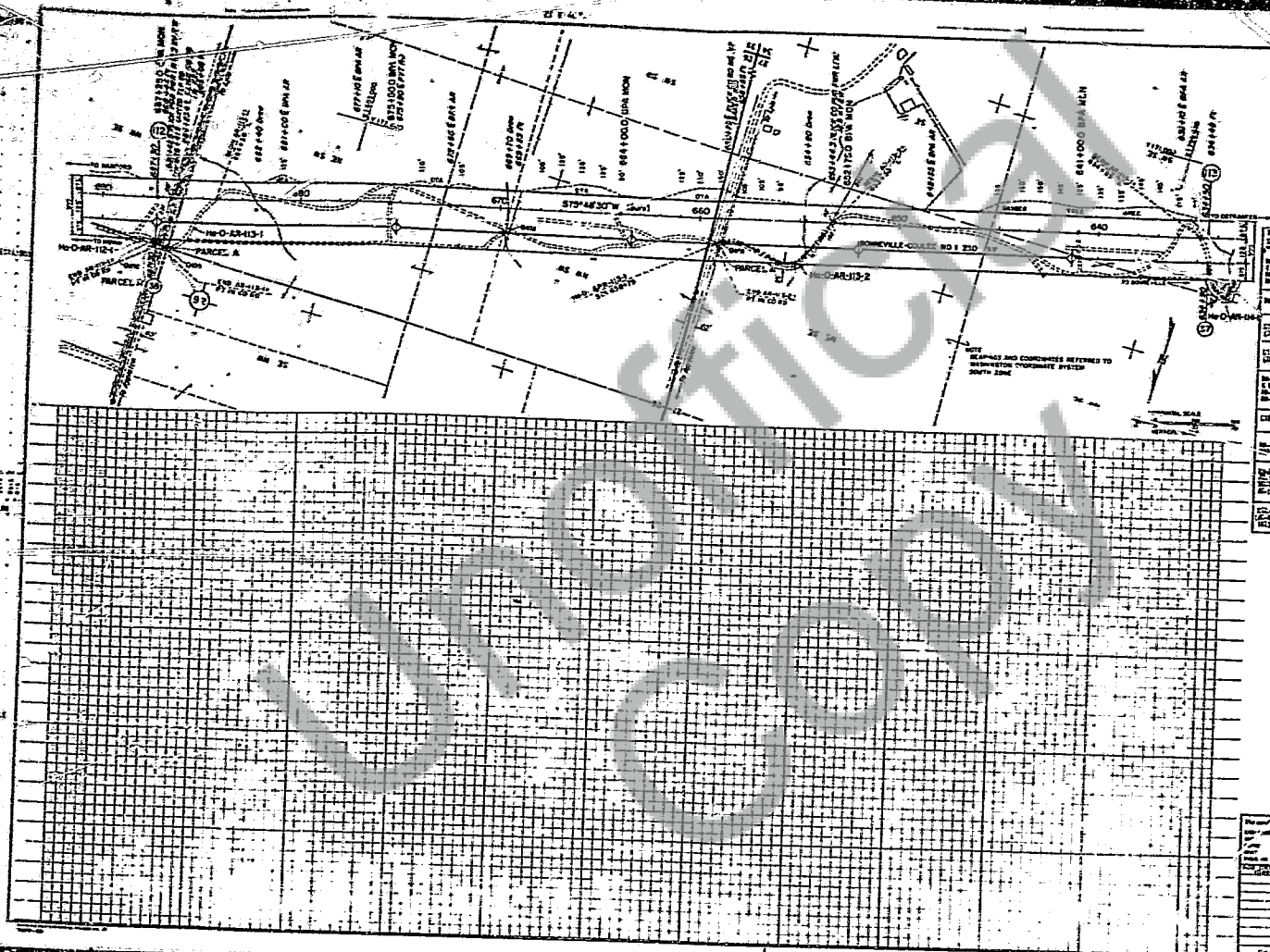
DATE: 10/10/15

PROJECT: HANFORD-OSTRANDER NO 1

SECTION: 25 & 26 T4N R12E WM

SCALE: 1" = 100'

150413 DTMD 15-15



SECS 25 & 27 T4N R12E W4
ALBERT COUNTY, MONTANA

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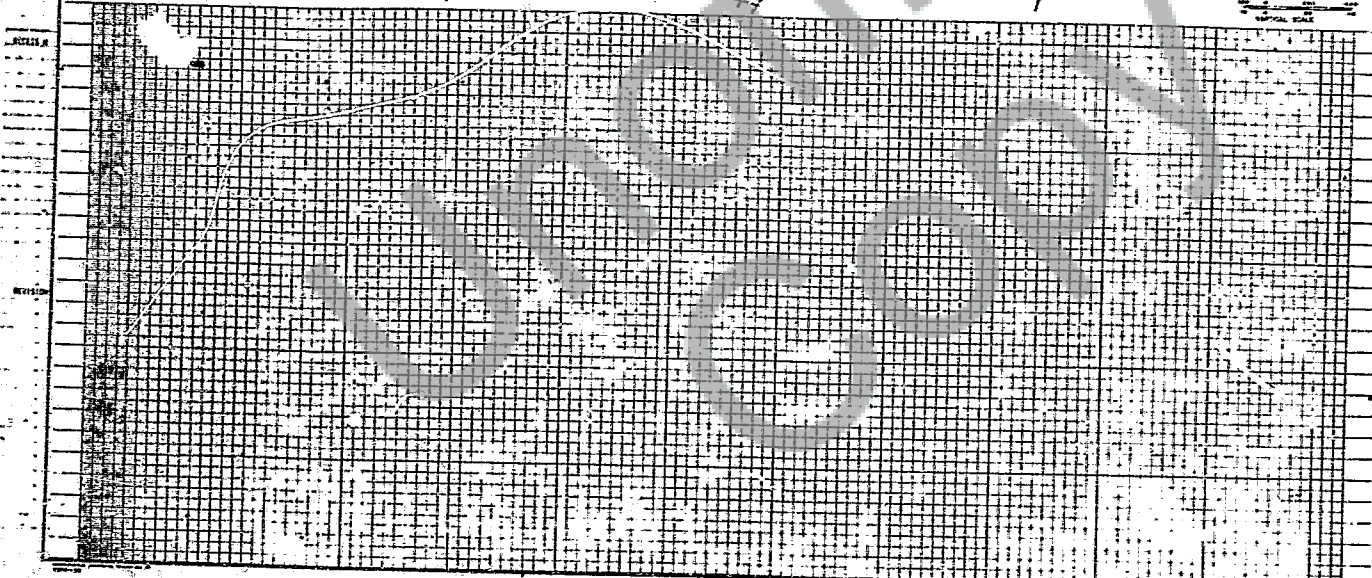
FILE NO.	NAME	LETTER	INAP. DATE	FILE
92-2-100 92-2-101 92-2-102 92-2-103 92-2-104	REYNOLDS JR GE CR 323	PHOTO 2 PHOTO 3	87-50	
92-2-112-1	PHILLIP S. DANIELA	PHOTO 1 PHOTO 2 PHOTO 3	12/29/87 247	
92-2-100 92-2-101 92-2-102	DANIEL S. DANIELA	PHOTO 1 PHOTO 2 PHOTO 3	12/29/87 247	12/29/87
92-2-100 92-2-101 92-2-102	S. S. LAMMUS JR	PHOTO 1 PHOTO 2	87-50	12/29/87
92-2-100 92-2-101 92-2-102 92-2-103 92-2-104	REYNOLDS JR GE FR CR 323 PHOT 2	PHOTO 2	87-50	
92-2-100 92-2-101 92-2-102	REYNOLDS JR GE CR 323			12/29/87
92-2-100 92-2-101 92-2-102	REYNOLDS JR FR 401 PHOTO 1			
92-2-100 92-2-101 92-2-102	T. D. DANIELA JR.	PHOTO 1 PHOTO 2 PHOTO 3	12/29/87 247	12/29/87
92-2-100 92-2-101 92-2-102	S. S. DANIELA JR	PHOTO 1 PHOTO 2 PHOTO 3	12/29/87 247	12/29/87

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EXHIBIT

ACCESS NO LEGEND	
EXIST	-----

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