

trim, cut, fell and remove all trees, brush and other natural growth and rock or dirt obstructions as are necessary to provide adequate clearance and to eliminate interference with or hazards to the said roadways and pipeline ways to be placed on, over, or across said tracts on the courses in each case set forth. The Grantor conveys to the Grantee, its agents, the rights to appropriate from the lands contained in/<sup>tracts</sup>(10P), (10R-1), (10R-2) aforesaid such rock, earth, or gravel as may be desired or necessary for the construction or repair of said roadways and the consideration herein flowing to the Grantor is accepted and acknowledged as full compensation for all damages which may arise incidental to the exercise of the rights hereinabove granted except damages arising from the negligence of Grantee, its agents, or its contractors.

2. The grantee agrees to pay to the Grantor within a reasonable time after the execution of this instrument by and on behalf of the United States the sum of \$2,225.00 in full of all rights, privileges and uses whatsoever herein granted to the Grantee.

3. The Grantee's rights, use, and enjoyment of the fee simple and right-of-way grants herein and appurtenances thereof as hereinabove granted are subject to the following provisions:

(a) The Grantee shall erect a suitable stock and poultry type fence, circumscribing the boundary of aforesaid tract (10a) herein granted in fee simple to Grantee, with efficient gates at all entrances thereto.

(b) In the event the grantee elects to construct a water supply line over the course of aforesaid pipeline easement, the grantee will install its water supply line at its head works in such manner that all water available in the stream will flow through the catch basin. Thus the flowage of water into the supply line will be delimited only by the natural availability and the carrying capacity of the supply line.

In the event of construction of said water supply line the Grantor is authorized to draw from the water supply line at not more than two outlets to be mutually selected by the Grantor and Grantee, not to exceed 25 gallons per minute at each outlet, subject always to the prior right of Grantee to the fulfillment of its water requirements at the said building site estimated at 1/2 c.f.s. Grantor's rights in this paragraph set forth to participate in the use of water from said pipeline shall be and remains in force and effect so long as said pipeline shall be available in place for such use, subject to availability of water and grantee's priority aforesaid. Nothing in this paragraph contained shall be construed to require the grantee to construct or maintain or perpetuate any pipeline whatsoever, the right and privilege of grantor herein set forth being conditioned upon the presence of any water supply pipe line at any time. If such pipe line is constructed by the grantee, said grantee shall be sole owner thereof and may remove same at its option at any time.

(c) the privileges and rights herein granted to the Grantee shall be subject to that certain electrical line easement heretofore granted by the Grantor and her predecessors to the Northwestern Electric Company, now of record in Book W, at Page 416, Deed Records of Skamania County, Washington.

(d) The Grantee covenants and agrees that tract (10a) shall not be used as an Indian camp site and that no waters from said pipeline shall be used in connection with any Indian camp site which may at any time be established in the vicinity of tract (10a).

4. The Lessee, in consideration of the benefits to result to the Lessee by the exercise of the Grantee's rights hereunder, hereby waives, releases, and surrenders all rights whatsoever in tract (10a) as described on the attached sheet and hereby transfers, assigns, and sets over to the Grantee such of the rights of Lessee as set out in the aforesaid in-