

Tract No. BC-R-11

TRANSMISSION LINE EASEMENT

The Grantor, THE LONG-BELL LUMBER COMPANY, a Missouri corporation, for and in consideration of the sum of THIRTEEN THOUSAND, FIVE HUNDRED NINETY-EIGHT DOLLARS AND FIFTY CENTS (\$13,598.50), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA a perpetual easement and right to enter and erect, operate, maintain, repair, rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith in, upon, over, under, and across the following-described parcel of land in the County of Skamania, in the State of Washington, to-wit:

That portion of the $N\frac{1}{2}SE\frac{1}{4}$ and $SE\frac{1}{4}NE\frac{1}{4}$ of Section 13, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, described as: Beginning at a point on the East line of Section 13, Township 3 North, Range 8 East, Willamette Meridian, said point being S. $2^{\circ}42'20''$ E. a distance of 2312.1 feet from the northeast corner of said Section 13; thence S. $2^{\circ}42'20''$ E. along the east line of said Section 13 a distance of 212.5 feet; thence S. $84^{\circ}32'00''$ W. a distance of 1955.5 feet; thence S. $24^{\circ}53'30''$ W. a distance of 875 feet, more or less, to the south line of the $NW\frac{1}{4}SE\frac{1}{4}$ of said Section 13; thence westerly along the south line of said $NW\frac{1}{4}SE\frac{1}{4}$ a distance of 170 feet, more or less, to the southwest corner of said $NW\frac{1}{4}SE\frac{1}{4}$; thence northerly along the west line of said $NW\frac{1}{4}SE\frac{1}{4}$ a distance of 38 feet, more or less, to a point on a line 87.5 feet distant northwesterly from and parallel to the survey line of Wind River Relocation of the Bonneville-Coulee No. 1 transmission line as below described; thence N. $24^{\circ}53'30''$ E. a distance of 1008 feet; thence N. $78^{\circ}00'40''$ E. a distance of 1149.8 feet; thence N. $84^{\circ}32'00''$ E. a distance of 931.3 feet to the east line of said Section 13; thence S. $2^{\circ}42'20''$ E. along the east line of said Section 13 a distance of 87.6 feet to the point of beginning.

Survey Line Description:

Beginning at survey station 653 + 25.0 a point on the west line of Section 24, Township 3 North, Range 8 East, Willamette Meridian, said point being N. $7^{\circ}05'00''$ W. a distance of 274.9 feet from the quarter section corner on the west line of said Section 24; thence N. $52^{\circ}08'10''$ E. a distance of 1545.0 feet to survey station 668 + 70.0 Bk. = 668 + 09.4 Ah; thence N. $24^{\circ}53'30''$ E. a distance of 3666.0 feet to survey station 704 + 75.4 Bk. = 706 + 02.0 Ah; thence N. $78^{\circ}00'40''$ E. a distance of 1100.9 feet to survey station 717 + 02.9 Bk. = 716 + 95.8 Ah; thence N. $84^{\circ}32'00''$ E. a distance of 922.2 feet to survey station 726 + 18.0 a point on the east line of Section 13, Township 3 North, Range 8 East, Willamette Meridian, said point being S. $2^{\circ}42'20''$ E. a distance of 2312.1 feet from the northeast corner of said Section 13.

Also, that portion of the $E\frac{1}{2}SW\frac{1}{4}$ and Government Lots 2 and 3 of Section 18, Township 3 North, Range 9 East, Willamette Meridian, Skamania County, Washington, which lies within a strip of land 300 feet in width, the boundaries of said strip lying 87.5 feet distant northeasterly from and 212.5 feet distant southwesterly from and parallel to the survey line of the Wind River Relocation of the Bonneville-Coulee No. 1 transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 726 + 18.0 a point on the west line of Section 18, Township 3 North, Range 9 east, Willamette Meridian, said point being S. $2^{\circ}42'20''$ E. a distance of 2312.1 feet from the

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northeast corner of Section 13, Township 3 North, Range 8 East, Willamette Meridian; thence N. $84^{\circ} 32' 00''$ E. a distance of 722.6 feet to survey station 733 + 40.6; thence S. $58^{\circ} 01' 10''$ E. a distance of 1681.1 feet to survey station 750 + 21.7; thence S. $70^{\circ} 19' 10''$ E. a distance of 1702.5 feet to survey station 767 + 24.2 Bk. = 772 + 27.6 Ah; thence continuing S. $70^{\circ} 19' 10''$ E. a distance of 2222.8 feet to survey station 794 + 50.4; thence S. $20^{\circ} 35' 50''$ E. a distance of 284.6 feet to an equation of bearings, S. $20^{\circ} 35' 50''$ E. Bk. = S. $21^{\circ} 22' 10''$ E. Ah; at survey station 797 + 35.0; thence continuing S. $21^{\circ} 22' 10''$ E. a distance of 2897.0 feet to survey station 826 + 32.0, a point on the East-West quarter section line of Section 20, Township 3 North, Range 9 East, Willamette Meridian, said point being S. $89^{\circ} 09' 50''$ E. a distance of 1427.1 feet from the quarter section corner on the west line of said Section 20.

1. The easement and right-of-way shall be for the purpose of erecting, maintaining, repairing, rebuilding, operating, and patrolling one or more electric power transmission lines and appurtenant signal lines, including the right to erect such poles and other transmission line structures, wires, cables, and appurtenances as are necessary thereto, together with the right to clear the easement and right-of-way and keep the same clear of brush, timber, inflammable structures, and fire hazards, provided that fire hazards shall not be interpreted to include growing crops. All timber and brush cut under the terms of this easement shall become the property of the Grantee.

2. The Grantee shall have the right for a period of one (1) year, from and after the date of execution of this easement, in which to top, limb, fell, and remove all growing trees, dead trees, snags, brush or other materials located within an area 125 feet immediately adjacent and parallel to and on either side the above-described easement and which, in the judgment of the Grantee, will fall at least fifty (50) feet or more into and upon said easement and right-of-way.

3. The Grantee shall have the right to construct and operate any and all access roads which it deems necessary in order to construct, maintain, and operate said electric power transmission lines upon the above-described easement and right-of-way. The Grantor reserves the right to use, lease, license, and assign the use of all existing roads, and any roads constructed by Grantee, in the said easement and right-of-way, and to construct thereon any additional roads which are necessary to Grantor's operations; provided, however, that Grantor shall not construct any road which will interfere with any transmission lines or appurtenances thereto. Each party using said road or roads shall maintain the same according to its use thereof. The use of said roads by either party shall not unreasonably interfere with the use thereof by the other. It

is necessary that all access roads be kept open during the fire season of each year, and Grantee agrees that it will not allow any of its operations to obstruct or block traffic on said roads at any time during said period.

4. The Grantee acknowledges that its operations in the construction, maintenance, and use of electric power transmission lines, and the incidents thereof, will constitute a fire hazard, and the Grantee will use every effort to prevent a fire from arising on said lands in its operations hereunder, and will immediately upon outbreak of any fire do all things possible to control and suppress said fire. The Grantee agrees to furnish Grantor with a slash clearance from the Forestry Division of the State of Washington for any and all slash created in the construction of the electric power transmission lines or the incidents thereof.

5. The Grantee shall at its expense, subject to the availability of appropriation therefor, keep the easement and right-of-way free of all noxious weeds as required by any municipal, county, State or Federal laws or regulations.

6. The Grantee shall not assign the easement and right-of-way or any interest therein or the use of the roads thereunder without the prior written consent of Grantor.

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

The Grantor covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has 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 Grantor 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.

IN WITNESS WHEREOF, THE LONG-BELL LUMBER COMPANY has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 14th day of January, 1954.

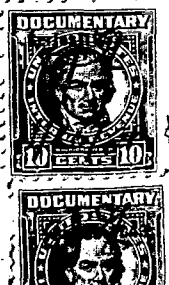
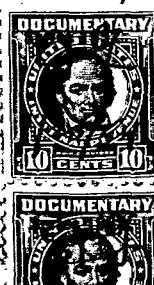
THE LONG-BELL LUMBER COMPANY

By J. D. Leland Vice President

ATTEST:

By

Asst. Secretary



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(Corporate Form)

STATE OF WASHINGTON)
) ss:
COUNTY OF COWLITZ)

On this 14th day of January, 1954 before me personally appeared J. D. Leland and R. T. Frost to me known to be the Vice President and Asst. Secretary 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 they are 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.

(SEAL)

Cliff. Tracy
Notary Public in and for the
State of Washington
Residing at Longview

My commission expires:
June 26, 1955

The within instrument was received for the record on the 28 day of June, 1958, at 10:04 A.M., and recorded in book 37 on page 412, records of Sherman County, (State).

By John C. C. C.
C. Rank Deputy.

Upon recordation, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3537
PORTLAND 8, OREGON

and