

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, COMMISSIONER OF PUBLIC LANDS

AGREEMENT

Tract: Augspurger MWRS-AR P8A

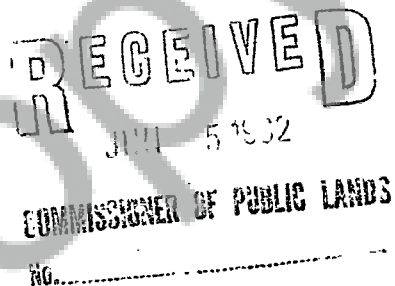
RE: Application No. F-5117 by the United States of America, Department of Interior, acting through the Bonneville Power Administrator for right of way for Access Road over certain lands in Skamania County.

THIS AGREEMENT, Made and entered into this 15th day of June, 1962, by and between the DEPARTMENT OF NATURAL RESOURCES, STATE OF WASHINGTON, hereinafter called the "State" and the UNITED STATES OF AMERICA, Department of the Interior, acting through the BONNEVILLE POWER ADMINISTRATOR, hereinafter called the "Grantee:" WITNESSETH:

The parties hereto, each in consideration of the agreements and the performance thereof on the part of the other, do agree:

1-0 Subject to the terms and conditions hereof, the State hereby grants to the Grantee:

1-1 The nonexclusive right to use or construct and use roads necessary to operate equipment commonly used for power line construction, operation and maintenance purposes, including the removal of timber incidental thereto, over and across the location described in Schedule 1 attached hereto and by this reference made a part hereof.



2-0 This Agreement is subject to:

2-1 All rights and valid claims previously conveyed by the State including those described in Schedule 1.

2-2 Those requirements listed in Schedule 2 attached hereto and by this reference made a part hereof.

3-0 The term of this Agreement shall be for the period of use. Should the Grantee, its successors or assigns ever abandon the rights herein conveyed for the purpose for which granted, said rights shall revert to the State of Washington, its successors or assigns.

4-0 The consideration to^{be} paid by the Grantee to the State shall be as follows:

4-1 Charge of \$50.00 which sum has been paid together with the required \$5.00 statutory fee.

5-0 To the extent that it can legally do so, Grantee agrees to comply with all state, county and municipal laws, ordinances or regulations which are applicable to the area of operations covered by this agreement.

6-0 It is agreed that the State reserves the right to make reasonable rules and regulations, in addition to any specified in Schedule 2, concerning priority of use, and use and maintenance of roads located within the limits of Schedule 1.

Provided: Nothing contained in this Agreement shall preclude or interfere with the action of the Grantee in the event of an emergency, and all obligations under this Agreement involving the expenditure of money of the United States Government shall be subject to the availability of appropriations for the purpose.

6-1 Road Maintenance. Any damage to said roads, bridges, culverts, cattleguards, fences or gates, etc., resulting from Grantee's use shall be immediately repaired by Grantee. During periods of actual use by Grantee, the roads shall be kept in original condition or better by Grantee.

6-2 Joint Maintenance. Road use is contingent upon the Grantee entering into a written, state approved, road maintenance agreement with others using the road or any portion thereof. Said agreement shall provide for maintenance, based on a proportional share of use.

However, the State reserves the right to maintain or to appoint a maintainer who will be responsible for all maintenance. In this event, all users will be required to pay to the State or its designated maintainer their proportional share of the cost of maintenance.

7-0 The State, its successors, assigns, and grantees, shall have the right to cross and recross the right of way herein granted without charge for any and all purposes deemed necessary or desirable in connection with the control, management, harvest and administration of State-owned lands or the resources thereof; provided such crossing by others shall be controlled so it will not interfere unduly with the use of said right of way by the Grantee.

8-0 The State shall have the right to use, without charge, all existing roads located on State lands within the limits of this Agreement and those constructed and/or reconstructed by the Grantee under this Agreement for any and all purposes deemed necessary or desirable in connection with the control, management, harvest and administration of State-owned lands or the resources thereof and the State may extend such right and privileges to others; provided such use by the State's contractors and others shall be controlled so it will not interfere unduly with the use of the road by the Grantee. This use shall be contingent upon performance by the State's contractors and others of maintenance based on a fair share of their use, or payment to the Grantee of a fair share of the cost of maintenance to be agreed upon by the parties concerned.

9-0 In every contract where the rights granted herein shall be exercised by the grantee's contractor, the grantee of the easement rights herein shall include the following provision:

The contractor shall do everything reasonably within his power and shall require his employees to do everything reasonably within their power, both independently and upon request of the Department of Natural Resources, to prevent and suppress fires on or near any lands to be occupied under this Order and Certificate of Grant; the contractor shall pay the State of Washington, or other duly authorized protective agency, the suppression costs and damages resulting from any fires caused by his operations;

Further, the Grantee agrees to require its contractor or contractors to comply with the Department of Natural Resources' extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc. deemed necessary for prevention and suppression of fire resulting from the construction operations. Such requirements will be prepared in advance of the issuing of invitations to bid and will be made part of the contract with the successful bidder.

The grantee in consideration of this conveyance agrees to fall snags 15 feet in height and over, located on a strip of land 300 feet in width and having 150 feet of such width on each side of the centerline of any transmission line right of way described herein.

10-0 The State shall notify the grantee by United States mail, addressed to the address shown on the application on file at the Department of Natural Resources, Olympia, Washington, of any instance of noncompliance by the Grantee, its agents, employees, contractors or their employees, with any of the requirements of this Agreement; said notice to set forth the specific nature of the noncompliance. If, within 15 days after receipt of said notice, Grantee fails to undertake the necessary action to comply, the District Administrator may suspend operations until such time as this action is undertaken.

11-0 This Agreement shall not be assigned nor shall any interest of the Grantee herein or hereunder be transferred or assigned without prior written notice to the State, except that said rights conveyed may be used by any employees, contractors or representatives of the Grantee who may be engaged in the Grantee's operations.

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

Dated this 15th day of June, 1962.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole
BERT L. COLE
COMMISSIONER OF PUBLIC LANDS

UNITED STATES OF AMERICA
Department of the Interior
Acting through the
Bonneville Power Administrator

By H. Kamna
H. KAMNA, Principal Negotiator
P. O. Box 3537
Portland 8, Oregon

Approved as to form

JOHN J. O'CONNELL
ATTORNEY GENERAL

By Charles B. Roe, Jr.
Assistant Attorney General

Application Number F-5117.

M-232 B.P.A.
4-4-62
Right of Way

Schedule 1

That portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 28, Township 3 North, Range 9 East, W.M., included within the limits of a strip of land 20 feet in width and having 10 feet of such width on each side of the following described centerline:

Beginning at a point on the east-west centerline of said Section 28, which is West 209 feet from the east quarter section corner thereof and running thence S 34° W 35 feet, thence S 27° W 150 feet, thence S 7° W 35 feet, thence S 12° E 134 feet, thence S 22° 30' E 140 feet, thence S 35° E 75 feet, thence S 70° E 50 feet, thence N 74° E 50 feet, and thence N 43° E 72 feet to a point on the east line of said Section 28 which is S 4° W 471 feet from the east quarter section corner thereof and having an area of 0.4 acre as shown on the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

4-27-62

Alice M. Hansen
COMMISSIONER

Schedule 2

1. Grantee shall keep drainage channels and culverts clear of debris and functioning as designed, and repair fills and sunken grades as needed, during periods of actual use by Grantee.
2. Material from slides or other sources requiring removal from the road shall not be deposited in streams or at locations where it will wash into streams and cause silting of streams or reservoirs.