

## TRANSMISSION LINE EASEMENT

The Grantor, LONGVIEW FIBRE COMPANY, a Delaware corporation, for and in consideration of the sum of FIVE THOUSAND ONE HUNDRED DOLLARS (\$5,100.00), 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 and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate and patrol one line only 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 County of Skamania in the State of Washington, to-wit:

Tract No. ST-13

That portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 3, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, which lies within a strip of land 125 feet in width, the boundaries of said strip lying 62.5 feet distant from, on each side of, and parallel with the survey line for the Stevenson Tap to Bonneville-Alcoa No. 1 and 2 transmission lines, said survey line being particularly described as:

Beginning at survey station 186+21.6, a point in the south line of said Section 3, which is N. 88°54'30" W. a distance of 669.4 feet from the quarter section corner common to said Section 3 and Section 10; thence N. 36°25'30" E. a distance of 126.9 feet to survey station 187+48.5 Back = 187+26.0 Ahead; thence N. 47°49'20" E. a distance of 3217.6 feet to survey station 219+43.6 Back = 219+56.4 Ahead; thence N. 44°24'50" E. a distance of 533.3 feet to survey station 224+89.7 Back = 225+09.2 Ahead; thence N. 40°32'30" E. a distance of 8.8 feet to survey station 225+18.0, a point in the west line of Section 2, said Township and Range, which is N. 0°16'00" W. a distance of 192.3 feet from the quarter section corner in the west line of said Section 2.

Except that portion of said 125-foot strip which lies within the existing 300-foot right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission lines.

Tract No. ST-15

That portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 3, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, which lies within a strip of land 100 feet in width, lying on the northwesterly side of, running parallel with, and adjoining the existing 300-foot right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission lines as shown in Judgment on a Declaration of Taking in the District Court of the United States for the Western District of Washington, Southern Division, Civil Cause No. 34 in said Court, recorded on February 6, 1939, under Auditor's file No. 26971, records of said County.

Tract No. ST-17

Those portions of Government Lot 5, Section 3, W $\frac{1}{2}$ NW $\frac{1}{4}$  and Government Lot 2, Section 2, and Felix G. Inman Donation Land Claim No. 44, all in Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, which lie within a strip of land 100 feet in width between the south line of said Government Lot 5 and the east line of said W $\frac{1}{2}$ NW $\frac{1}{4}$ , and 87.5 feet in width between said east line of said W $\frac{1}{2}$ NW $\frac{1}{4}$  and the north line of said Felix G. Inman Donation Land Claim No. 44, lying on the northwesterly side of, running parallel with, and adjoining the existing 300-foot right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission lines as shown in Judgment on a Declaration of Taking in the District Court of the United States for the Western District of Washington, Southern Division, Civil Cause No. 34 in said Court, recorded on February 6, 1939, under Auditor's file No. 26971, records of said County.

Those portions of Government Lot 3, NE $\frac{1}{4}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 30, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, which lie within a strip of land 87.5 feet in width, lying on the northwesterly side of, running parallel with, and adjoining the existing 300-foot right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission lines as shown in Judgment on a Declaration of Taking in the District Court of the United States for the Western District of Washington, Southern Division, Civil Cause No. 34 in said Court, recorded on February 6, 1939, under Auditor's file No. 26971, records of said County.

Together with the right to clear said right of way of brush, timber, structures and fire hazards presently located or growing thereon, and to top, limb or fell all growing or dead trees and snags presently located within the following described strips of land, said strips being outside of said right of way, and further to fell the five individual danger trees hereinafter specifically described under Tracts No. ST-15 and ST-17. Said strips of land and five danger trees are described as follows:

<u>Feet in Width</u>	<u>Side of Right of Way</u>	<u>From</u>	<u>To</u>
<u>Tract No. ST-13</u>			
40	Northwesterly	South line of Sec. 3, T. 2 N., R. 7 E.	Opp. survey station 187+48.5 Back
50	Northwesterly	Opp. survey station 194+50	East line of SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Sec. 3, T. 2 N., R. 7 E.
<u>Tract No. ST-17</u>			
42 $\frac{1}{2}$	Northwesterly	South line of Gov't Lot 5, Sec. 3, T. 2 N., R. 7 E.	North line of Sec. 2, T. 2 N., R. 7 E.
<u>Tract No. ST-37</u>			
80	Northerly	West line of Sec. 30, T. 3 N., R. 8 E.	Opp. survey station 432+00
50	Northerly	Opp. survey station 432+00	Opp. survey station 434+00
80	Northerly	Opp. survey station 438+50	Opp. survey station 444+00
60	Northerly	Opp. survey station 444+00	East line of SE $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 30, T. 3 N., R. 8 E.

Also, the following individual trees:

Tract No. ST-15

- 1 danger tree 110 feet northwesterly of and opposite survey station 204+65.
- 1 danger tree 120 feet northwesterly of and opposite survey station 207+20.
- 1 danger tree 110 feet northwesterly of and opposite survey station 212+00.

Tract No. ST-17

- 1 danger tree 140 feet northwesterly of and opposite survey station 232+05.
- 1 danger tree 115 feet northwesterly of and opposite survey station 238+60.

It is agreed that compensation is included in the consideration stated above for all of the foregoing rights, namely, to clear the right of way, to top, limb or fell all trees or snags presently within the above described strips and to fell and dispose of the aforesaid five individual danger trees. Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the right of way on the date hereof, and the title to all other trees and snags hereinabove authorized to be topped, limbed or felled shall vest in the UNITED STATES OF AMERICA on said date.

In addition, the UNITED STATES OF AMERICA and its assigns (hereinafter called "Grantee", whether applied in the singular or collectively) is hereby granted the right to keep said right of way clear of brush, timber, structures and fire hazards at all times in the future, together with the additional right to top, limb or fell, at all times in the future, any growing or dead trees and snags located on land owned by the Grantor adjacent to the above described right of way, which could fall within thirty (30) feet of the centerline or centerlines of the electric transmission facilities hereinbefore described (hereinafter called "future danger trees"); subject always, to the following limitations, restrictions and conditions:

1. The Grantor, its successors or assigns, may grow or plant trees within said right of way and harvest the same provided that the Grantor, its successors or assigns, shall maintain such trees, whether planted or growing naturally, at a height not to exceed ten (10) feet in the area between the outside transmission line conductors and fifteen (15) feet elsewhere on the right of way, such trees to be maintained so as not to unreasonably or unnecessarily interfere with the use of the right of way by the Grantee. The Grantee covenants to use reasonable diligence in the exercise of any and all rights granted hereunder so as to avoid injury to or destruction of such trees or nursery stock in areas posted by Grantor as being used for that purpose. The Grantee shall not be liable for damage to such trees or nursery stock, resulting from operation and maintenance of its facilities, unless such damage results directly from the negligence of Grantee's employees or agents.

2. The Grantor reserves to itself, its successors and assigns, the right to use said easement for all other lawful purposes not inconsistent with the use of the same by the Grantee, including, but not limited to, the right to use existing roads and the right to construct new roads on, over, along and across said right of way.

3. Title to all future danger trees, as hereinabove defined, cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; or, at the sole option of the person who is the owner thereof, title thereto shall vest in the Grantee on the date of their cutting, and the Grantee shall pay to the owner thereof an amount equal to the fair market value of said future danger trees as of the date of the cutting.

This easement shall include the right to install guys and anchors beyond the outside limits of the right of way at angle points.

TO HAVE AND TO HOLD said easement and rights unto the Grantee, forever.

The Grantor covenants that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of said easement and present danger tree rights, except payment for any future danger trees, as defined hereinabove, which may be cut under the authority of the Grantee as herein provided.

The Grantor also covenants to and with the Grantee 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 other than the specific possessory rights hereinabove retained by Grantor for itself and its successors and assigns.

IN WITNESS WHEREOF, LONGVIEW FIBRE COMPANY, has caused this instrument to be signed by its proper officers and its corporate seal to be hereunto affixed this 16th day of May, 1963.

(SEAL)

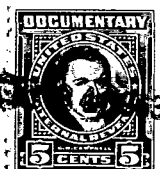
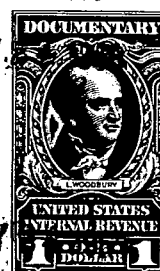
LONGVIEW FIBRE COMPANY

BY

R. P. Wollenberg  
Vice President

ATTEST:

E. L. Schwartz  
Secretary



(Corporate Form)

STATE OF *Washington* )  
COUNTY OF *Cowlitz* ) ss:

On this *16th* day of *May*, 19*63*, before me personally appeared  
*R. P. Wallenberg* and *G. E. Schwartz* to me known to be the  
*Vice President* and *Secretary* of the corporation that  
executed the foregoing instrument, and acknowledged said instrument to be the free and vol-  
untary 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)

*Mary J. Casley*  
Notary Public in and for the  
State of *Washington*  
Residing at *Castle Rock*  
My commission expires: *3-7-66*

The within instrument was received for the record on the *24th* day of *May*, 19*63*,  
at *10:00 AM.*, and recorded in book *51* on page *323*, records of *SCAMANIA* County,  
(State).

*Evelyn O'Neal*  
By *D. Simmons*  
Deputy.

Upon recordation, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. ~~XXXX~~ 3621  
PORTLAND 8, OREGON