

62436

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Tract No. ST-18; ST-AR-5-1

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTOR, herein so styled whether one or more, STEVENSON LUMBER COMPANY, a Washington corporation,

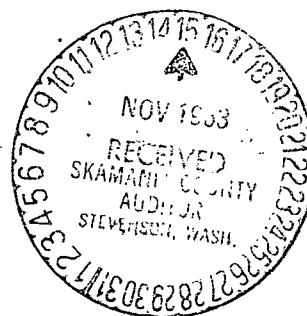
for and in consideration of the sum of -ONE THOUSAND FOUR HUNDRED -  
-Dollars (\$1,400.00 ),

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 1 or more line(s) 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 parcel of land in the County of Skamania, in the State of Washington, to-wit:

That portion of that part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  and W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 35, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, which lies northwesterly of the existing 300 foot right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission line which lies within a strip of land 87.5 feet in width from the south line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35 to Survey Station 272+23.2 and 125 feet in width from said Survey Station 272+23.2 to the northeast corner of said W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 35, the boundaries of said 87.5 foot strip lying 37.5 feet distant southeasterly from and 50 feet distant northwesterly from and parallel with the survey line for the Stevenson Tap to Bonneville-Alcoa No. 1 and 2 transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, the boundaries of said 125 foot strip lying 62.5 feet distant from, on each side of and parallel with said survey line, said survey line being particularly described as follows:

Beginning at Survey Station 256+92.6 a point in the south line of said Section 35, said point being S. 88° 30' 10" E. a distance of 2075.7 feet from the southwest corner of said Section 35; thence N. 40° 32' 30" E. a distance of 1530.6 feet to Survey Station 272+23.2; thence N. 28° 21' 20" E. a distance of 4429.4 feet to Survey Station 316+52.6 a point in the east line of said Section 35, said point being S. 1° 13' 20" W. a distance of 170.2 feet from the northeast corner of said Section 35.

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



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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 and future right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantor adjacent to the above-described right of way, which could fall within 30 feet of the centerline or centerlines 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 ~~to be cut and removed~~ ~~to be cut and removed~~ ~~to be cut and removed~~

Width	Side of Right of Way	From	To
70 ft.	Westerly	*Opp. SS 261+50	Opp. SS 265+00
37.5 ft.	Westerly	Opp. SS 272+23.2	Opp. SS 281+00
37.5 ft.	Easterly	Opp. SS 272+23.2	Opp. SS 281+00
37.5 ft.	Westerly	Opp. SS 287+00	N. line of NW $\frac{1}{4}$ SE $\frac{1}{4}$

Also, one (1) danger tree 100 feet westerly of and opposite Survey Station 257+00

\*Opp. SS is an abbreviation for "Opposite Survey Station"

~~XXXX~~ and contiguous to said right of way that (a) are danger trees on date hereof (hereinafter called "present danger trees"), or (b) become danger trees thereafter (hereinafter called "future 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 Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the construction, operation and maintenance of a road approximately 14 feet in width (with such additional widths as are necessary to provide for cuts, fills, and turn-outs and for curves at angle points) on, over, and across the land of the Grantor in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 35, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington,

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, maintain, repair and rebuild a road 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 drawing Serial No. 125905

prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference, made a part hereof.

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

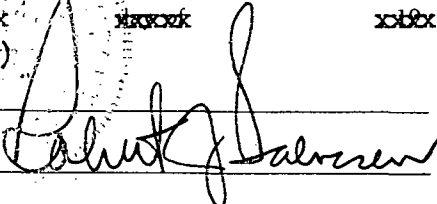
It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, agents or assigns, the UNITED STATES OF AMERICA, subject to the availability of appropriations, or its assigns, will repair such damage. It is further understood and agreed that the grantor may erect or maintain fences across such road, provided adequate gates of not less than ten 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.

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 and its assigns that the title to all brush, timber or structures existing upon the rights of way on date hereof, 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 title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; and that the consideration stated herein is accepted by the Grantor 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 Grantor also 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.

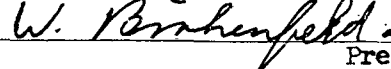
IN WITNESS WHEREOF, STEVENSON LUMBER COMPANY, has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 30th day of October, 1963.

~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~  
(SEAL)  
ATTEST: 

By: Assistant Secretary

Reverse side BPA 481C

STEVENSON LUMBER COMPANY

By:  President

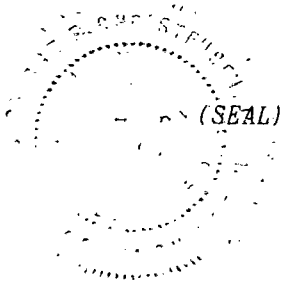
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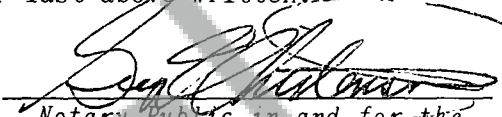
(Corporate Form)

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF Skamania )

On this 30th day of October , 1963, before me personally appeared  
W. Birkenfeld and Robert J. Salvesen to me known to be the  
President and Assistant 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.

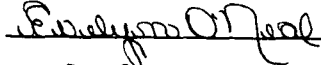
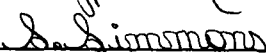
GIVEN under my hand and official seal the day and year last above written.



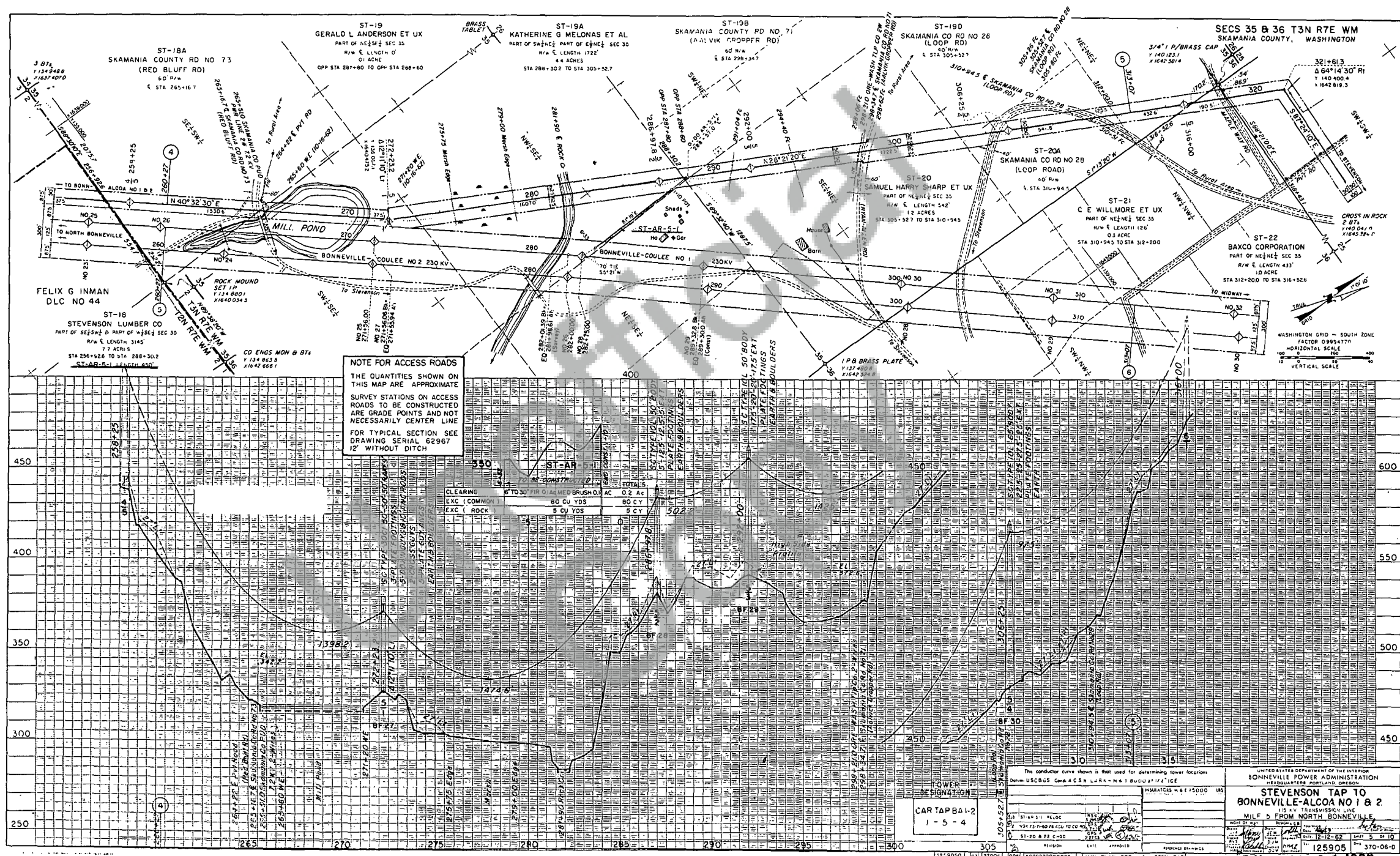
  
Notary Public in and for the  
State of WASHINGTON  
Residing at Stevenson  
My commission expires: 5/22/1965

Unofficial Copy

The within instrument was received for the record on the 15th day of Nov. , 1963,  
at 9:15 A M., and recorded in book 52 on page 150 , records of SKAMANIA County,  
(State).

  
By   
Deputy.





NOTE FOR ACCESS ROADS  
THE QUANTITIES SHOWN ON THIS MAP ARE APPROXIMATE  
SURVEY STATIONS ON ACCESS ROADS TO BE CONSTRUCTED ARE GRADE POINTS AND NOT NECESSARILY CENTER LINE  
FOR TYPICAL SECTION SEE DRAWING SERIAL 62967 12' WITHOUT DITCH

CLEARING	ST 1030' FIR OAK MED BRUSH 0.1 AC	0.2 AC
EXC (COMMON)	80 CU YDS	80 CY
EXC (ROCK)	5 CU YDS	5 CY

TOWER  
DESIGNATION  
CAR TAP BAI-2  
1-5-4

The conductor curve shown is that used for determining tower locations Data: USCBUS Code & C&N L&R - M&T BULL. 11/1/12		UNITED STATES DEPARTMENT OF THE INTERIOR BONNEVILLE POWER ADMINISTRATION HEADQUARTERS PORTLAND, OREGON	
STEVENSON TAP TO BONNEVILLE-ALCOA NO 1 & 2 MILE 5 FROM NORTH BONNEVILLE		15-11 TRANSMISSION LINE	
REVISION		DATE	
APPROVED		DATE	
REFERENCE DRAWINGS		125905	
JUN 21 1963		370-06-0	