

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

MAY 22 1963

AGREEMENT No. 28711

In re: Application No. 28711 by the
United States of America, Department of
the Interior, acting through the Bonneville
Power Administrator for Right of Way for
Electric Transmission Line
over certain State Lands in Skamania
County

THIS AGREEMENT, Made and entered into this 1st day of June
1963, 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 An easement, in accordance with the authority set forth in
Chapter 73, Session Laws of 1961, consisting of a right of way
for power line construction, operation and maintenance purposes
over and across the location described in Schedule 1 attached
hereto and by this reference made a part hereof, 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.

2-0 This Agreement is subject to:

2-1 All rights and valid claims previously conveyed by the State.

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

3-0 The term of the 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 paid by the Grantee to the State shall be as
follows:

4-1 Damages \$50.00
Statutory Fee 5.00
Total \$55.00



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 To the extent that it can legally do so, Grantee (or the Grantee's contractors when the rights granted herein are assigned to such contractor) shall do everything reasonably within his power and shall require his employees to do everything reasonably within their power, both independently and upon the request of the Department of Natural Resources, to prevent and suppress fires caused by operations of the Grantee on or near any lands to be occupied under this Agreement, and shall pay the State of Washington, or other duly authorized protective agency, the suppression costs and damages incurred by the State of Washington or other protective agencies resulting from any fires caused by his operations.

Further, the Grantee (or the Grantee's contractors) shall 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 included in the 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 snage 15 feet in height and over, located on a strip of land 75 feet in width on each side of the limits 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 27th day of December, 1963.



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 [Signature]
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 28711
jr

M-232 B.P.A.
10-29-62
Right of Way

Schedule 1

That portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 16, Township 2 North, Range 7 East, W.M., included within the limits of a strip of land 87.5 feet in width, having 50 feet of such width on the right and 37.5 feet of such width on the left of the following described line:

Beginning at a point on the north line of said Section 16 which is S 89° 07' 50" E 1,306.2 feet from the north quarter section corner thereof and running thence S 41° 41' 20" W 100 feet to the terminal point of this line description, with an area of 0.1 acre as shown on the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

PRJ: 6-7-63

Alice M. Hansen
COUNTY CLERK EXAMINER

App. No. 28711

Schedule 21. SOIL EROSION

- 1-1 Grantee shall refrain from operation of equipment when ground condition is such that excessive damage will result to adjacent lands.
- 1-2 Grantee further agrees that temporary roads and trails, not required after construction and/or reconstruction of facilities, will be left in such condition as to eliminate excessive damage through soil erosion. Provided, further, that soil excavated from tower footings and all soil otherwise disturbed is to be leveled and left in such condition as to eliminate excessive damage through soil erosion.

2. DAMAGE

- 2-1 Grantee shall require, as a condition of each agreement with any of its contractors involved in clearing of said right of way or the use of said road, that said contractors take all reasonable precautions to protect adjacent State timber and reproduction. Damage to trees and/or reproduction, not included in the original grant, shall be appraised by the State. Said contractor or contractors shall be billed for these damages at the appraised rate, except triple damages may be charged, under RCW 79.01.756, in the event timber or other articles are cut or removed without prior authorization issued in writing by the State.

3. PRESERVATION OF SURVEYS

- 3-1 Any legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object.

4. DANGER TREES

- 4-1 Trees that become dangerous to the operation and maintenance of the transmission line subsequent to the construction thereof, and located outside of the limits of said right of way may be removed upon obtaining the written consent of the State, and payment of the appraised value thereof.

5. OTHER

- 5-1 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.
- 5-2 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.