

Tract No. Ha-0-651

72548

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, ALMA R. WALLACE, a widow, owner, and TIMOTHY A. CORNER and STARR LEE CORNER, husband and wife, contract purchasers.

for and in consideration of the sum of - TWO HUNDRED SEVENTY -
 - - - - - Dollars (\$270.00).

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 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:

See Schedule A attached hereto, and made a part hereof by reference.

1. It is agreed that any damage to grantor's agricultural crops, fences, or irrigation or drainage systems, on the right of way resulting from and in the course of construction, reconstruction or maintenance of the transmission line or lines shall be repaired, replaced or paid for by grantee or its contractor. Where payment is made, the amount of damages will be determined by an appraisal made by the grantee.
2. The grantee shall have the right to grade, cultivate, plant and maintain grass, shrubs, or other cover or ornamental plants upon the portion of the right of way not otherwise being utilized by grantor.
3. For the purpose of preserving the natural appearance of the right of way, it is agreed by the grantor and the United States of America that the right of way shall not be used for the accumulation or dumping of litter, trash or other foreign material. The grantee agrees that any such accumulations resulting from its entry upon the right of way for construction or maintenance purposes will be removed or disposed of by grantee or its contractor.

As a part of the consideration for this grant it is agreed that the foregoing provisions numbered 1, 2, and 3, shall also apply to the previously existing right of way on grantor's property described in the easement deed dated March 30, 1954 and recorded May 13, 1954 in Book 38, page 116, Auditor's File No. 46953, Deed Records of Skamania County, Washington.

The rights to be acquired by the United States of America shall include all necessary and convenient access over, along and across existing roads on premises owned by the grantor within existing Bonneville Power Administration easements.



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 35 feet of any transmission facility of the electric transmission facilities herein-before described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land, shown colored in green on Schedule B, attached hereto and by this reference made a part hereof,

and contiguous to said right of way that (a) are danger trees on June 29, 1970 (hereinafter called "present danger trees") and (b) are additional 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 three 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.

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 right of way on June 29, 1970, 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 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.

Dated this 10th day of October, 1970

Alma R. Wallace

Timothy A. Corner

Starr Lee Corner

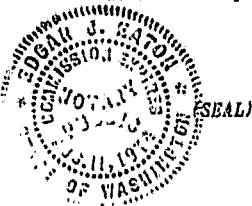
(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Washington)
) ss:
 COUNTY OF Klickitat)

On the 10th day of September, 1970, personally came before me, a notary public in and for said County and State, the within-named

ALMA R. WALLACE, a widow,
 to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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



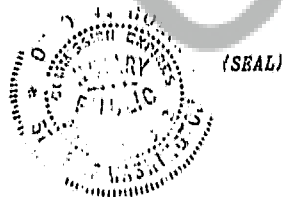
Edgar J. Eaton
 Notary Public in and for the
 State of
 Residing at
 White Salmon, Wash.
 My commission expires:
 August 11th 1974

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

On the 24th day of August, 1970, personally came before me, a notary public in and for said County and State, the within-named

TIMOTHY A. CORNER and STARR LEE CORNER, husband and wife,
 to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Edgar J. Eaton
 Notary Public in and for the
 State of *Washington*
 Residing at *White Salmon*

My commission expires: 8-19-72

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

I CERTIFY that the within instrument was received for the record on the 15 day of *Sept*, 1970, at *1:15 PM*, and recorded in book 62 on page 105, of the records of said County.

Witness my hand and seal of County affixed.



After recording, please return to:

hr 8-7-70

TITLE SECTION, BRANCH OF LAND
 BONNEVILLE POWER ADMINISTRATION
 P.O. BOX 201
 PORTLAND, OREGON 97208

ST 177
 (10-1-74)

SCHEDULE A

Ha-O-651

Alma R. Wallace

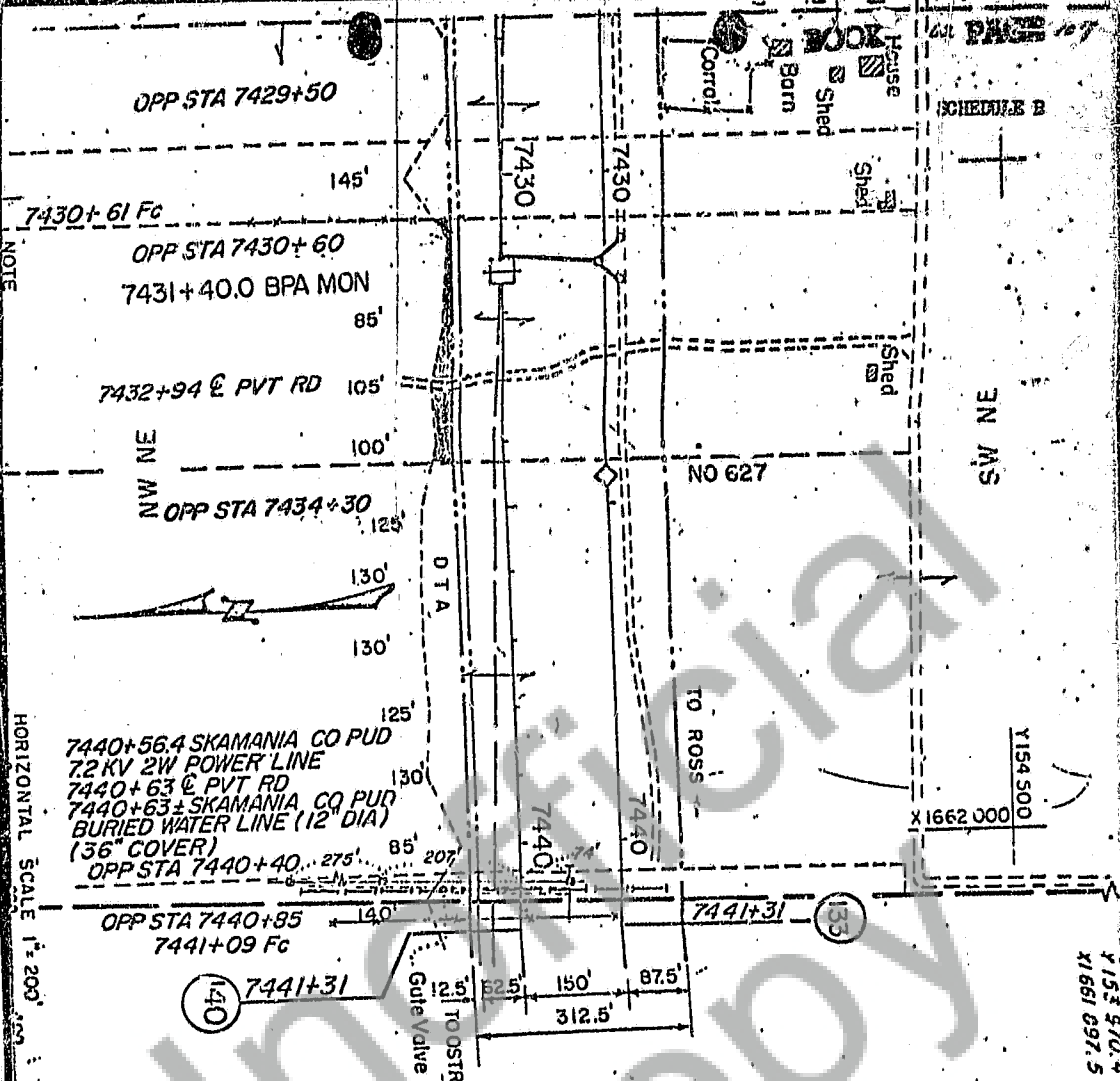
9N-8E-17

That portion of a strip of land 12.5 feet in width which lies within the following:

Beginning at a point 690 feet North and 660 feet East of Southwest corner of the NE $\frac{1}{4}$, Section 17, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington; thence North to North bank of Wind River; thence Easterly along North bank of Wind River to a point on said bank of Wind River 22 rods directly East of last-described North-South line; thence South to a point 22 rods East of point of beginning; thence West 22 rods to point of beginning.

Said strip of land lies on the northerly side of, runs parallel with and adjoins the existing 300-foot right of way of the U.S.A. Bonneville Power Administration's McNary-Ross transmission line, recorded in Book 34, page 116, Deed Records.

SCHEDULE B

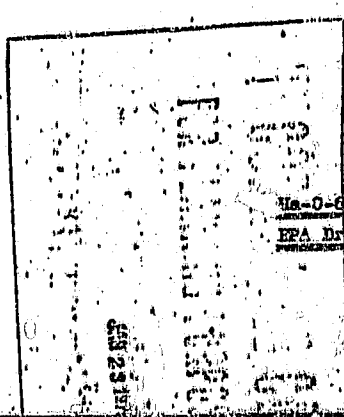


NOTE

HORIZONTAL SCALE 1\"/>

7153 570.4
71661 697.5

TRACT NO STA TO STA	NAME	LOCATION	ST
Ha-C-646 (11C-F-112) OPP 7430+90 TO OPP 7416+70 Ha-D-1R-146-1	STATE OF WASHINGTON (SCHOOL LAND)	NE/4SW/4 NE/4SW/4 SEC 16	11
Ha-D-648 (11C-F-113) OPP 7416+70 TO OPP 7426+65	CARSON LAGER CO	EAST OF NE/4SW/4 SEC 17	12



Ha-D-651
EPA Drawing Serial No. 150440