

The GRANTOR, herein so styled whether one or more, CURTIS A. SKAAR and BARBARA J. SKAAR, husband and wife;

for and in consideration of the sum of - EIGHT HUNDRED -
Dollars (\$ 800.00),

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(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:

A strip of land 12.5 feet in width through the Southeast 1/4 of Section 24, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington. Said strip of land lies on the northerly side of, runs parallel with and adjoins the existing 300-foot wide right of way of Bonneville Power Administration's McHenry-Ross transmission line, recorded in Book 37, page 304, of the Deed Records of Skamania County, Washington, on December 11, 1922, under Auditor's File No. 16036.

The rights granted hereunder include necessary access to and from the Hanford-Ostrander No. 1 transmission line and any present or future transmission lines which have been or may be constructed adjacent or nearby adjacent thereto.

1. It is agreed that any damage to Grantor's agricultural crops, fences, or irrigation or drainage system, on the right of way herein granted and in the course of construction, reconstruction or maintenance of the transmission line or lines shall be repaired, replaced or made good by Grantor or its contractor. Where payment is made, the amount of damage will be determined by an appraisal made by the grantee.
2. The grantee shall have the right to erect, install, plant and maintain grass, shrubs, or other cover or permanent plants upon the portion of the right of way not otherwise being utilized.
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 deposit 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 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 dated November 13, 1922, and recorded December 11, 1922.

Vehicular traffic shall be limited to existing roads or roads designed by the Bonneville Power Administration for the purpose of tower or line construction and maintenance, except that this provision shall not apply during construction or during actual maintenance of towers or lines.

All areas cleared for the Hanford-Ostrander No. 1 transmission line shall be seeded by the United States of America at the recommended rate per acre, with a pasture mix seed, upon completion of construction.

The United States of America shall furnish and install a 16-foot pipe frame gate at approximate survey station 7633+13 Pc.

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 the ^{any conductor} ~~any conductor~~ 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 as ~~shown on BFA Drawing, Serial No. 150444 DT"-D, attached hereto and by this reference made a part hereof,~~

and contiguous to said right of way that (a) are danger trees on July 22, 1970, (hereinafter called "present danger trees"); and (b) are 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 5 years after all present danger trees have been cut, and the UNITED STATES OF AMERICA shall pay the person (1) 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 his assigns that the title to all brush, timber or structures existing upon the right of way on July 22, 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 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.

Dated this 24th day of August, 1970

Charles A. Sklar
Grantor

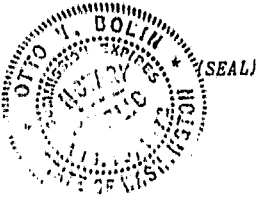
Barbara J. Sklar
Grantor

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

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

On the *24th* day of *August*, 1970, personally came before me, a notary public in and for said County and State, the within-named CURTIS A. SKAAR and BARBARA J. SKAAR, husband and wife; to me personally known to be the identical persons 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.



Otto H. Dolin

Notary Public in and for the
State of *Washington*
Residing at *Carbonium*

My commission expires: *8-19-72*
8-19-72



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

I CERTIFY that the within instrument was received for the record on the *2* day of *Sept*, 1970, at *10:00* AM., and recorded in book *62* on page *28*, records of said County.



My hand and seal of County affixed.

By *H. P. Tread*
E. Maynard
Deputy.

After recording, please return to:

File 8-11-70

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3621
PORTLAND, OREGON 97208

BPA 177A
Mar. 1966

INTERIOR, BUREAU OF LAND MANAGEMENT, PORTLAND, OREGON

