

Tract Nos. Ha-0-676
Ha-0-677
Ha-0-AR-147-1

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTOR, STEVENSON LUMBER COMPANY, a Washington corporation, for and in consideration of the sum of FORTY THOUSAND FIVE HUNDRED DOLLARS (\$40,500.00), 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:

That portion of a strip of land 150 feet in width which lies within the following:

The west 60 acres of the ~~W1/4~~ and the ~~NW1/4~~ of Section 35, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington.

The boundaries of said 150-foot strip of land lie 75 feet on each side of and parallel with the survey line of the United States of America for its Bonneville Power Administration's Hanford-Ostrander No. 1 transmission line.

Also, that portion of the ~~SW1/4~~ and the ~~SE1/4~~ of said Section 35 which lies on the northwesterly side of the existing right of way of the United States of America for its Bonneville Power Administration's Stevenson Tap to Bonneville-Alcoa No. 1 and 2 transmission lines (described in instrument dated October 30, 1963, recorded November 15, 1963, in Book 52, page 150, under Auditor's file No. 62436, Deed records of said County) and southeasterly of a line which is 75 feet northwesterly from and parallel with said survey line of the Hanford-Ostrander No. 1 transmission line, said survey line is described as follows:

Beginning at survey station 7729+84.7 in the north line of said Section 35 at a point which is S. 89°04'10" E., 710.6 feet from the north quarter corner of said Section 35; thence S. 3°45'30" E. 361.2 feet to survey station 7733+45.9; thence S. 4°32'50" W. 363.8 feet to survey station 7769+79.7 back = 272+50.0 acres; thence S. 40°32'30" W., 1679.2 feet to survey station 255+0.8 in the south line of said Section 35 at a point which is N. 88°30'10" W., 747.4 feet from the south quarter corner of said Section 35.

The bearings of said survey line refer to the Washington Coordinate System - South Zone;

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 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 conductor 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 outlined in green on Exhibits A, B and C attached hereto and by this reference made a part hereof; also, individual trees described as follows:



<u>Number of Trees</u>	<u>Species</u>	<u>DBH</u>	<u>Side of Right of Way</u>	<u>Distance from Survey Line</u>	<u>Survey Station</u>
1	White Fir	28-inch	Westerly	150 feet	7741+30
1	Douglas Fir	36-inch	Northwest	90 feet	264+30
1	Cedar	40-inch	Northwest	130 feet	264+60

and contiguous to said right of way that are danger trees on August 3, 1970 (hereinafter called "present 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.

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 the UNITED STATES OF AMERICA or its contractor. Where payment is made, the amount of damages will be determined by an appraisal made by the UNITED STATES OF AMERICA.
2. The UNITED STATES OF AMERICA 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 UNITED STATES OF AMERICA 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 the UNITED STATES OF AMERICA or its contractor.

As part of the consideration for this grant, it is agreed that the foregoing provisions numbered 1, 2 and 3 shall hereafter also apply to the previously existing right of way on Grantor's property described in the easement dated October 30, 1963, and recorded in Book 52, page 150, Deed records of Skamania County, Washington, (part of Tract No. ST-18).

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, use and maintenance of a road approximately 20 feet in width on, over, and across the land of the Grantor in a portion of the SW $\frac{1}{4}$ of Section 35, Township 3 North, Range 7 East, W.M., Skamania County, Washington, except any portion thereof which lies within the rights of way of the Bonneville Power Administration, 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, use, 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. 150447 DTM-D, prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto as Exhibit D.

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 extend 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, or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, 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 16 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.

Access Road No. Ha-O-AR-147-1 may be used for ingress and egress to and from the Bonneville Power Administration's Hanford-Strander No. 1 transmission line and to and from any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

It is further understood and agreed that the rights acquired by the UNITED STATES OF AMERICA herein 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.

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 August 3, 1970, and the title to all present danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that the 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.

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 13th day of October, 1970.

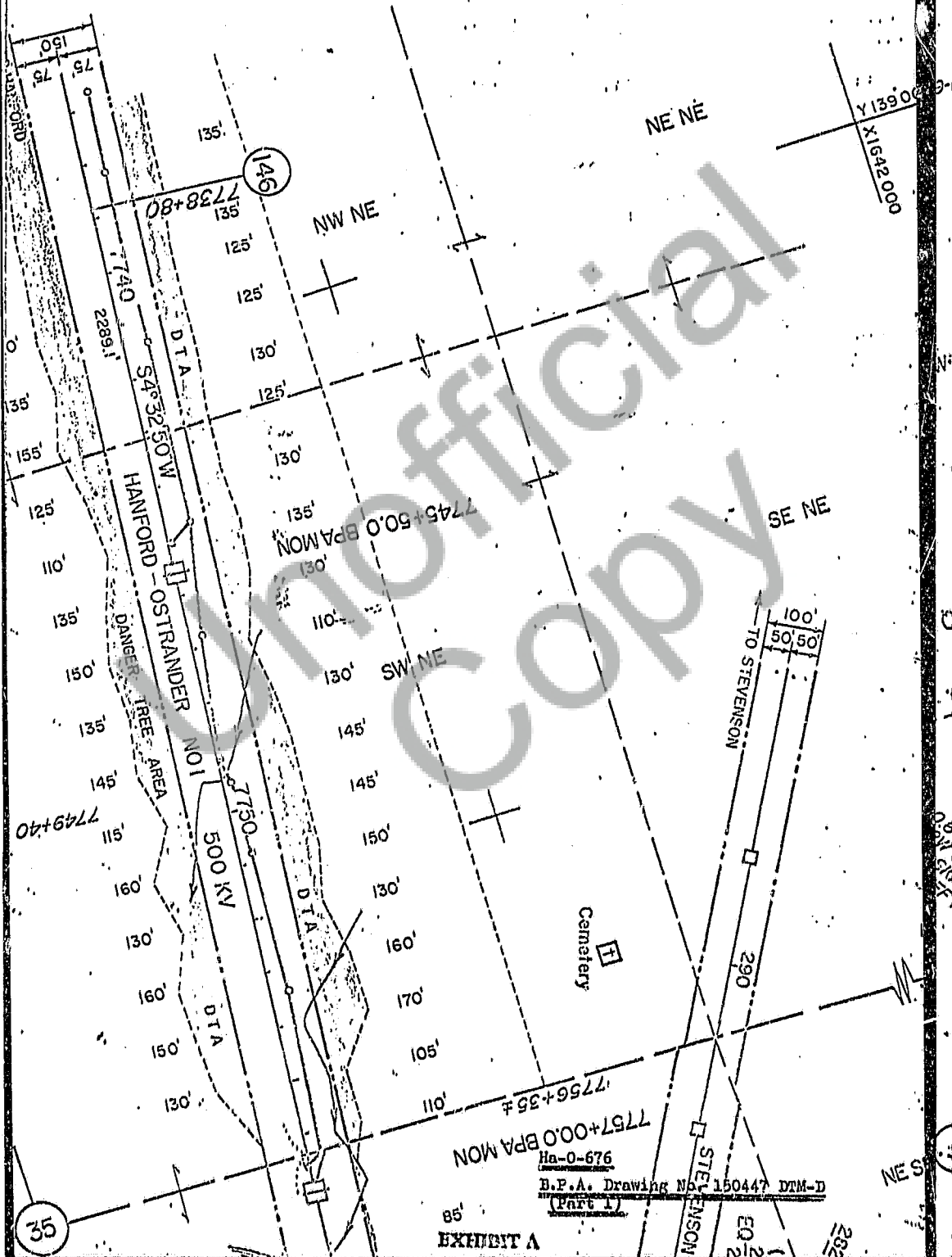
STEVENSON LUMBER COMPANY

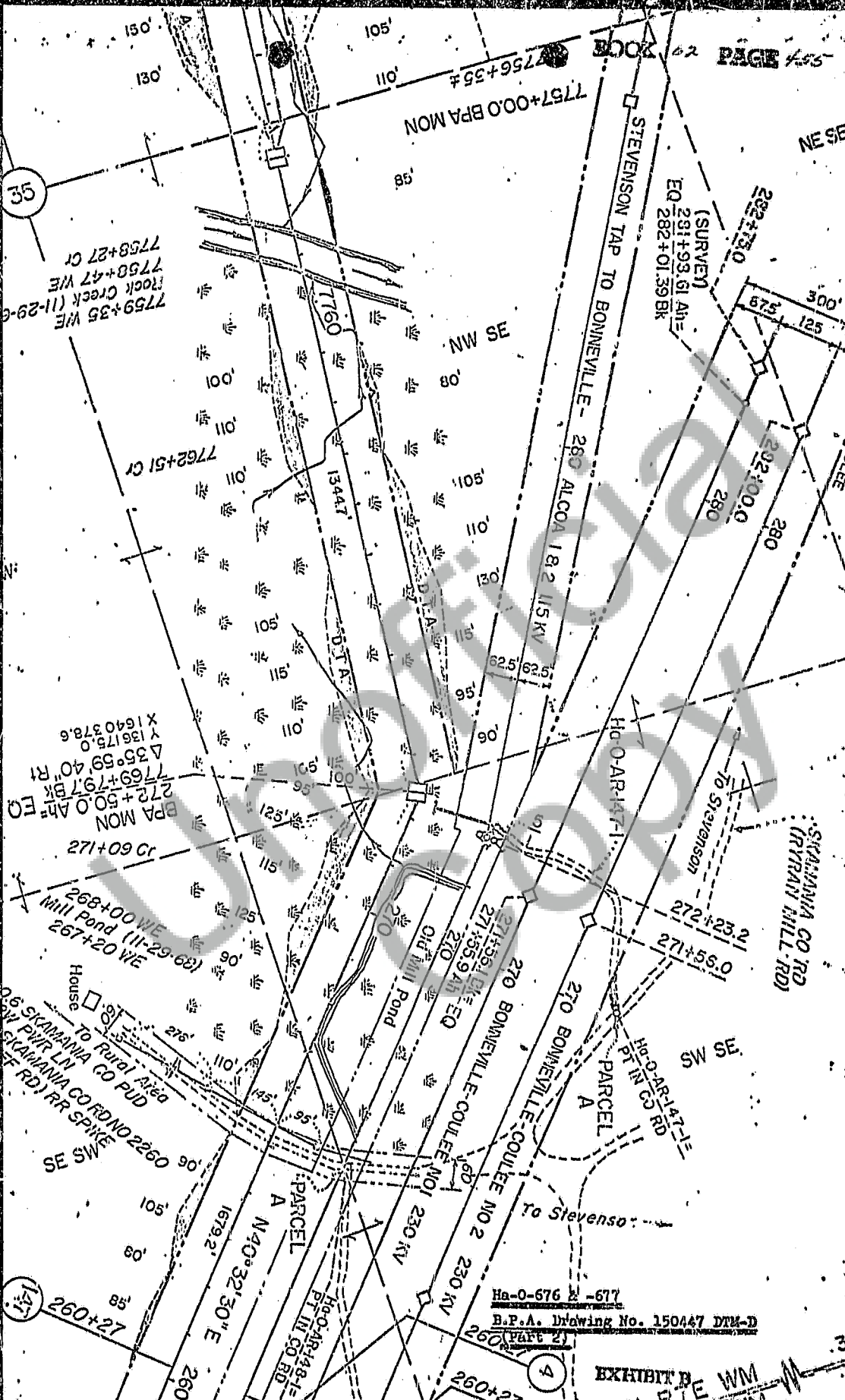
By W. Birkenfeld, President

Attest:

Rubert J. Salonen

SECRETARY





Ha-0-676 & -677
B.P.A. Drawing No. 150447 DTM-D

EXHIBIT B

7721+00 BPA MON
BOOK

PAGE 456

7721+92 E PVT RD

7723+20 ±

10'x10' WATER HOLE

7726+87 1/2" WATER LINE

7729+84.7

7729+25.3 SKAMANIA CO PUD NO 1
12" V 2" PWR LINE & UNITED TLP CO
OF THE NORTHWEST TLP LN UB

BPA MON

7733+45.9

$\Delta 8^{\circ}18'20''$ R

Y 139 794.5

X 1640 666.5

To Stevenson
7733+49.9 (SKAN ALLEN ROAD)
13" & 6" V 2" PWR LINE & UNITED TLP CO OF THE
NORTHWEST TLP LN

Y 139 000

X 1641 000

Ha-O-676

B. P. A. Drawing No. 150446 DTM-D

EXHIBIT C

NO.	NAME	ADDRESS	CITY	STATE
1	JOHN J. JONES	1234 MAIN ST.	NEW YORK	NY
2	JOHN J. JONES	1234 MAIN ST.	NEW YORK	NY
3	JOHN J. JONES	1234 MAIN ST.	NEW YORK	NY
4	JOHN J. JONES	1234 MAIN ST.	NEW YORK	NY
5	JOHN J. JONES	1234 MAIN ST.	NEW YORK	NY
6	JOHN J. JONES	1234 MAIN ST.	NEW YORK	NY
7	JOHN J. JONES	1234 MAIN ST.	NEW YORK	NY
8	JOHN J. JONES	1234 MAIN ST.	NEW YORK	NY
9	JOHN J. JONES	1234 MAIN ST.	NEW YORK	NY
10	JOHN J. JONES	1234 MAIN ST.	NEW YORK	NY

ACCORD TO LAWYER

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TO BE COME

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