

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, MAY L. RAKESTRAW, a widow, holder of life estate; VERNON DELBERT RAKESTRAW, same person as Vernon D. Rakestraw, and RUBY M. RAKESTRAW, husband and wife,

for and in consideration of the sum of THREE HUNDRED -----
----- Dollars (\$300.00),

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(X) of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wire, 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 12.5 feet in width which lies within the following tract of land:

Beginning at a point 1023 feet East and 690 feet North of the Southwest corner of the NE¹ of Section 17, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington; thence North to the North bank of Wind River; thence East along the North bank of Wind River to a point 396 feet East of the West boundary of this tract; thence South to a point 396 feet East of the point of beginning; thence West to point of beginning. Except the West 120 feet thereof.

Said strip of land lies on the northerly side of, runs parallel with and adjoins the existing 300-foot right of way of the Bonneville Power Administration's McNary-Ross transmission line, the survey line of said 300-foot right of way being described in that certain easement deed dated July 27, 1953, recorded July 31, 1953 in Book 37, Page 78, under Auditor's File No. 45816, Deed records of said County;

together with all necessary and convenient access over, along and across existing roads on premises owned by the Grantor within existing Bonneville Power Administration easements.

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. 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 and 2, shall also apply to the previously existing right of way on Grantor's property described in the easement dated July 27, 1953, recorded July 31, 1953 in Book 37, Page 78, under Auditor's File No. 45816, Deed records of Skamania County, Washington;

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} ~~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/ ~~XX~~ outlined in green on BPA Drawing No. 150440 DTM-D, attached hereto and by this reference made a part hereof,

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

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; ~~XX~~ 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 28th day of August, 1970

May L. Rakestraw
May L. Rakestraw
Vernon Dalbert Rakestraw
Vernon Dalbert Rakestraw
Ruby M. Rakestraw
Ruby M. Rakestraw

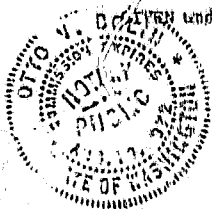
(Standard form of acknowledgment approved for use with all notaries in Washington and Oregon)

STATE OF Washington)
COUNTY OF Franklin) ss:

On the 20th day of August, 1970, personally came before me, a notary public in and for said County and State, the within-named MAY L. RAKESTRAW, 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.



(SEAL)

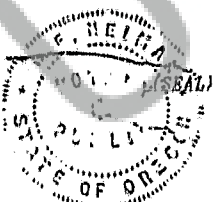


Otto V. DeGroot
Notary Public in and for the
State of Washington: Franklin
Residing at Richland
My commission expires: 8-19-72

STATE OF Oregon)
COUNTY OF Washington) ss:

On the 8 day of September, 1970, personally came before me, a notary public in and for said County and State, the within-named VERNON DILENT RAKESTRAW and RUBY M. RAKESTRAW, 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.



P. Reina
Notary Public in and for the
State of Oregon:
Residing at Portland

My commission expires:

Sept. 30, 1973

STATE OF Washington)
COUNTY OF Shamuse) ss:

I CERTIFY that the within instrument was received for the record on the 10 day of Sept, 1970, at 10:30 A.M., and recorded in book 62 on page 66, records of said County.



Witness my hand and seal of County affixed.

By E. McFarland
Deputy.

After recording, please return to:

bas 8-12-70

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX 3421
PORTLAND, OREGON 97208

INTRODUCED BY: [illegible]

BPA 177
Rev. 8-2-61

OFP STA 7410+70

WIND RIVER (11-13-60)
7410+50 WE
7410+50 WE

McNARY-ROSS 345 KV

7421+98.0 BPA MON
7422+70.8 BPA MON
7422+71 @ PVT RD

7424+04 @ PVT RD

OPP STA 7426+65

OPP STA 7429+50

7430+61 Fc

OPP STA 7430+60

7431+40.0 BPA MON

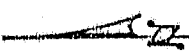
7432+94 @ PVT RD

OPP STA 7434+30

NO 627

HA-0-649
BPA DRAWING
Serial NO. 150440 11111-0

NOTE



DTA

DTA

SE NE

SW NE