

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, MABEL M. COLE, unmarried widow of H. C. Cole, deceased, and DEAN R. BAUGUESS and RUTH R. BAUGUESS, husband and wife, owners, and EDWARD C. HEWITSON and MARY JANE HEWITSON, husband and wife, and MELVIN W. EVANS and CHARLOTTE L. EVANS, husband and wife, contract purchasers,

for and in consideration of the sum of -- ONE THOUSAND NINE HUNDRED- - - - - Dollars (\$1,900.00),
 has 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, 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:

As described in Exhibit A attached hereto and by this reference made a part hereof;

together with all necessary and convenient access over, along and across existing roads on premises owned by the Grantors within existing Bonneville Power Administration's 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. Any use of the right-of-way by the Grantor, his heirs, successors and assigns, other than the right to grow, cultivate, and harvest agricultural crops, shrubs, decorative plants, or to utilize as grazing lands, shall be by express permission of the United States of America. However, 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 except for small limbs and slash as permitted under the standard clearing contracts of the United States of America. 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 a 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 Lis Pendens recorded August 5, 1963, in Book 51, page 460, Auditor's file No. 61959, Records of Skamania County, Washington, and in the Declaration of Taking entered February 3, 1939, in the District Court of the United States for the Western District of Washington, Southern Division under Cause No. 34.



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.

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 January 27, 1973 shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of the rights granted hereunder.

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 5 day of March, 1973.

Mabel M. Cole
Mabel M. Cole

Dean R. Bauguess

Dean R. Bauguess
Ruth R. Bauguess

Ruth R. Bauguess
Edward C. Hewitson

Mary Jane Hewitson
Mary Jane Hewitson

Melvin W. Evans
Melvin W. Evans

Charlotte L. Evans
Charlotte L. Evans

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

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

On the *5th* day of *March*, 19*73*, personally came before me, a notary public in and for said County and State, the within-named MABEL M. COLE

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)

Grand E. Voorhees
Notary Public in and for the
State of *Wash.*
Residing at *Stevenson,*

My commission expires: *4/15/75*

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

On the *5th* day of *March*, 19*73*, personally came before me, a notary public in and for said County and State, the within-named DEAN R. BAUGUESS and RUTH R. BAUGUESS, 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.

(SEAL)

Grand E. Voorhees
Notary Public in and for the
State of *Wash.*
Residing at *Stevenson,*

My commission expires: *4/15/75*

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

STATE OF Oregon)
COUNTY OF Multnomah) ss:

On the 19th day of March, 1973, personally came before me, a notary public in and for said County and State, the within-named EDWARD C. HEWITSON and MARY JANE HEWITSON, 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.

(SEAL)

Marlee L. Meyer
Notary Public in and for the
State of Oregon
Residing at Portland

My commission expires: May 3, 1976STATE OF Oregon)
COUNTY OF Multnomah) ss:

On the 19th day of March, 1973, personally came before me, a notary public in and for said County and State, the within-named MELVIN W. EVANS and CHARLOTTE L. EVANS, 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.

(SEAL)

Marlee L. Meyer
Notary Public in and for the
State of Oregon
Residing at Portland

My commission expires: May 3, 1976STATE OF Washington)
COUNTY OF Shannon) ss:

I CERTIFY that the within instrument was received for the record on the 22 day of Mar, 1973, at 2:44 A.M., and recorded in book 65 on page 31, records of Alsea, of said County.

Witness my hand and seal of County affixed.

By

Deputy.

After Recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX 361
PORTLAND, OREGON 97208

BPA 177
Rev. 6-28-61

Ha-O-1003

A strip of land 25 feet wide over and across the following-described tract of land:

That portion of the B. B. Bishop Donation Land Claim No. 39 in sections 16 and 21 in T. 2 N., R. 7 E., W.M., Skamania County, Washington, which lies northerly of the North Bonneville Substation Site, southerly of Moffetts-Carpenter Road and northwesterly of the southerly right-of-way line of the Bonneville Power Administration Bonneville-Coulee lines.

The 25-foot strip of land lies on the northwesterly side of, runs parallel with and adjoins the right-of-way of the Bonneville Power Administration Stevenson Tap to Bonneville-Alcoa No. 1 and 2 transmission line.

The location of the right-of-way for Stevenson Tap to Bonneville-Alcoa No. 1 and 2 transmission line is described in Lis Pendens in Volume 51, Page 460, Final Judgement dated May 22, 1964, Records of Skamania County, Washington.

Ha-O-1003

EXHIBIT A