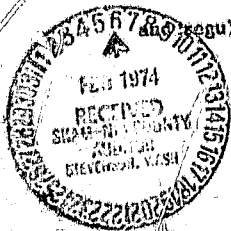


QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Northwest Regional Director, Bureau of Outdoor Recreation (hereinafter designated "Grantor"), under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law No. 485, 91st Congress, and regulations and orders promulgated thereunder, for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes by Skamania County, a political subdivision of the State of Washington (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions, and covenants hereinafter expressed and set forth, all Grantor's right, title, and interest in and to that certain parcel of real property, totaling approximately Fifty-Four and Ninety-Five Hundredths (54.95) acres, known as the Bonneville Power Administration Right-of-Way, located in Skamania County, State of Washington, and more particularly described in Exhibit A, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions, and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

RESERVING, HOWEVER, unto the Grantor all coal, oil, gas, and other minerals on said real property, together with the right to prospect for, mine, and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.



Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the Grantee.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this Deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it is conveyed in perpetuity as set forth in the program of utilization and plan contained in the application dated June 21, 1973, submitted by the Grantee and accepted by the Grantor on June 26, 1973, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.
2. The Grantee shall, within six (6) months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions as

contained in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall prepare and submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports, and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title, and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VII of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be

necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the covenants, hereditaments, and appurtenances thereto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances, complete performance of any

of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 22nd day of January, 1974

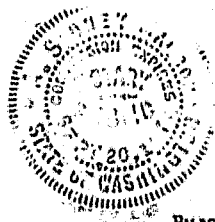
UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

By

Maurice H. Lundy
Regional Director
Northwest Region
Bureau of Outdoor Recreation

STATE OF WASHINGTON)
County of King) ss.

On this 22nd day of January, 1974, before me the undersigned, personally appeared MAURICE H. LUNDY, to me known and known to me to be the Regional Director, Northwest Region, Bureau of Outdoor Recreation, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered, and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.



M. Andrew Malton
Notary Public in and for the State
of Washington Residing at:
Wenatchee, Washington

Pursuant to the authority of Resolution No. 1973-23, dated June 18, 1973, the foregoing conveyance and the real property described therein is hereby accepted for and on behalf of the County of Skamania

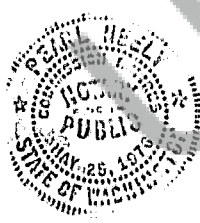
which, by such acceptance, agrees to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

SKAMANIA COUNTY, a political subdivision of the State of Washington

By Robert J. Holcomb
Robert J. Holcomb, Chairman
Board of County Commissioners,
Skamania County

STATE OF WASHINGTON)
County of Skamania) ss.

On this 5th day of February, 1974, before me, the undersigned officer, personally appeared Robert J. Holcomb, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he, Robert J. Holcomb, is the Chairman of the Board of County Commissioners for Skamania County, a political subdivision of the State of Washington, that he is duly designated, empowered, and authorized by Resolution No. 1973-23, dated June 18, 1973, to execute the foregoing acceptance and to sign his name thereto; and that he signed his name thereto and acknowledged that he executed the foregoing instrument for and on behalf of Skamania County, a political subdivision of the State of Washington, for the purposes and uses therein described.



Barclay Neely
Notary Public in and for the State
of Washington Residing at:
Stevenson

No. 2317
TRANSACTION EXCISE TAX
FEB 6 1974
Amount Paid 1.00
Barclay Neely
Skamania County Treasurer
By _____

Exhibit A

BOOK 66 PAGE 133

Legal Description - Tract Nos. BC-65, 66,
67 and 68, Skamania County - I-Wash-814

A parcel of land being all that portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27, Township 3 North, Range 8 East, W. M., Skamania County, Washington, which lies within a strip of land 300 feet in width, of which 212.50 feet lie on the northerly side of and 87.50 feet lie on the southerly side of that Bonneville-Coulee transmission line survey. Said survey line being located as follows:

Beginning at a point which is the intersection of said survey line with the west line of the NW $\frac{1}{4}$ of said Section 26, said point being S. 1° 00' 18" E. a distance of 485.00 feet from the section corner common to Sections 22, 23, 26 and 27; thence running S. 89° 48' 38" E. 661.10 feet to an angle point; thence N. 87° 23' 52" E. a distance of 1302.86 feet to an angle point; thence N. 80° 26' 22" E. a distance of 2414.44 feet to a point which is the intersection of said survey line with the north line of the NE $\frac{1}{4}$ of said Section 26, said point being N. 89° 47' 34" W. along said north line a distance of 962.81 feet from the section corner common to Sections 23, 24, 25 and 26, Township 3 North, Range 8 East, W. M.

SUBJECT TO an Easement Deed granted by the United States of America to Agnes Roy Tinlin, dated October 12, 1940, a copy of which is attached.

AND

A parcel of land being all that portion of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 23, Township 3 North, Range 8 East, W. M., Skamania County, Washington, which lies within a strip of land 300 feet in width, of which 212.50 feet lie on the northerly side of and 87.50 feet lie on the southerly side of the Bonneville-Coulee transmission line survey. Said survey line being located as follows:

Beginning at a point which is the intersection of said survey line with the south line of the SE $\frac{1}{4}$ of said Section 23, said point being N. 89° 47' 34" W. along said south line a distance of 962.81 feet from the section corner common to Sections 23, 24, 25 and 26, Township 3 North, Range 8 East, W. M.; thence running N. 80° 26' 22" E. a distance of 983.93 feet to a point which is the intersection of said survey line with the east line of the SE $\frac{1}{4}$ of said Section 23, said

point being N. $2^{\circ} 34' 26''$ E. along said east line a distance of 167.09 feet from the section corner common to Sections 23, 24, 25 and 26, Township 3 North, Range 8 East, W. M.

AND

A parcel of land being all that portion of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 3 North, Range 8 East, W. M., Skamania County, Washington, which lies within a strip of land 300 feet in width, of which 212.50 feet lie on the northerly side of and 87.50 feet lie on the southerly side of the Bonneville-Coulee transmission line survey. Said survey line being located as follows:

Beginning at a point which is the intersection of said survey line with the west line of the NW $\frac{1}{4}$ of said Section 26, said point being S. $1^{\circ} 00' 18''$ E. a distance of 485.00 feet from the section corner common to Sections 22, 23, 26 and 27; thence running S. $89^{\circ} 43' 38''$ E. a distance of 661.10 feet to an angle point; thence N. $87^{\circ} 23' 52''$ E. a distance of 1302.86 feet to an angle point; thence N. $80^{\circ} 26' 22''$ E. a distance of 2414.44 feet to a point which is the intersection of said survey line with the north line of the NE $\frac{1}{4}$ of said Section 26, said point being N. $89^{\circ} 47' 34''$ W. along said north line a distance of 962.81 feet from the section corner common to Sections 23, 24, 25 and 26, Township 3 North, Range 8 East, W. M.

AND

A parcel of land being all that portion of the S $\frac{1}{2}$ of the S $\frac{1}{2}$ and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 3 North, Range 8 East, W. M., Skamania County, Washington, which lies within a strip of land 300 feet in width, of which 212.50 feet lie on the northerly side of and 87.50 feet lie on the southerly side of the Bonneville-Coulee transmission line survey. Said survey line being located as follows:

Beginning at a point which is the intersection of said survey line with the west line of the SW $\frac{1}{4}$ of said Section 24, said point being N. $2^{\circ} 34' 26''$ E. along said west line a distance of 167.09 feet from the section corner common to Sections 23, 24, 25 and 26, Township 3 North, Range 8 East, W. M.; thence running N. $80^{\circ} 27' 15''$ E. a distance of 5300.73 feet to a point which is the intersection of

said survey line with the east line of the SW $\frac{1}{4}$ of said Section 24; said point being N. 1° 13' 49" E. along said east line a distance of 1155.45 feet from the southeast corner of Section 24, Township 3 North, Range 8 East, W. M.

TOGETHER WITH improvements located thereon.

RESERVING TO the United States of America, Department of Interior, Bonneville Power Administration, a perpetual easement for ingress and egress on, across and upon the existing road as now constructed over the above described parcels of land.

SUBJECT TO easements of record, if any.

EASEMENT DEED

THE UNITED STATES OF AMERICA, Department of the Interior, acting by and through the Bonneville Power Administrator, has this day granted and conveyed, and by these presents does hereby grant and convey unto Agnes Roy Tinlin, a widow, her heirs and assigns, a perpetual easement over and upon the following described land, to-wit:

A parcel of land being all that portion of the NW 1/4 of the NW 1/4 of Section 26, Township 3 North, Range 8 East, W.M., Shumanna County, Washington, which lies within a strip of land 300 feet in width, of which 212.50 feet lie on the northerly side of and 87.50 feet lie on the southerly side of the Bonneville-Coulee transmission line survey;

Said survey line being located as follows: Beginning at a point which is the intersection of said survey line with the west line of the NW 1/4 of said Section 26, said point being S. 1° 00' 18" E. a distance of 487.00 feet from the section corner common to Sections 22, 23, 25 and 27; thence running S. 69° 43' 38" E. a distance of 661.10 feet to an angle point; thence N. 37° 23' 52" E. a distance of 1362.86 feet to an angle point; thence N. 00° 26' 23" E. a distance of 244.14 feet to a point which is the intersection of said survey line with the north line of the NW 1/4 of said Section 26, said point being N. 69° 47' 34" W. along said north line a distance of 562.81 feet from the section corner common to Sections 23, 24, 25 and 26, Township 3 North, Range 8 East, W.M.

The aforesaid easement is for ingress and egress over, across, and upon said parcel of land; for use thereof for customary agricultural purposes, except as herein limited; for use of any well or natural springs or water courses thereon and the water therefrom; and for laying and maintaining water pipes under, upon, and across said parcel of land; all in such manner as in the opinion of the grantor will not interfere with the use and occupancy of said parcel of land by the grantor for the present or future construction, operation, and maintenance of an electric power transmission and distribution system thereon with wires and appurtenances thereon.

TO HAVE AND TO HOLD the said easement to the said Agnes Roy Tinlin, her heirs and assigns forever.

The rights granted herein shall be appurtenant to and shall inure only to the benefit of the grantee's land adjoining the above described parcel of land.

In consideration of the grant of this easement, the grantee hereby covenants for herself, her heirs and assigns forever, that at all time said parcel of land will be kept and maintained free and clear of trees in excess of eighteen feet in height, brush, noxious weeds, buildings, or other structures, and that no material will be stored, stacked, or piled thereon.

Dated at Portland, Oregon, this 12 day of October, 1940.

THE UNITED STATES OF AMERICA

By Paul J. Raver
Donnoville Power Administrator

STATE OF OREGON
COUNTY OF MULTNOMAH

SS.

ON THIS DAY personally appeared before me Paul J. Raver, to me known to be the Donnoville Power Administrator described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the purposes and uses therein mentioned.

Given under my hand and official seal this 12 day of October, 1940.

By David Lee Keeler
Notary Public for the State of Oregon,
residing at Portland, therein.

My commission expires July 14, 1942

(SEAL)