

WHEN RECORDED RETURN TO:

**Bonneville Power Administration
TERR-3
PO Box 3621
Portland, OR 97208-3621 auditorium**

DOCUMENT TITLE(S)

Permit

REFERENCE NUMBER(S) of Documents assigned or released:

BPA Case No.: 19630028

☐ Additional numbers on page ____ of document.

GRANTOR(S):

The Bonneville Power Administration

☐ Additional names on page ____ of document.

GRANTEE(S):

State of Washington, Department of Natural Resources

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

E1/2 of Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington.

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

02071900110000

02070000320000

☐ Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Contract No. 14-03-32825
Tracts: BCV-3; NBV-8; BV-14

PERMIT

to

STATE OF WASHINGTON
Department of Natural Resources

to improve and use access road in

**BONNEVILLE-VANCOUVER Nos. 1, 2, 5 and 6, and
NORTH BONNEVILLE-VANCOUVER RIGHTS OF WAY**

The UNITED STATES OF AMERICA, Department of the Interior, acting through the Bonneville Power Administrator (hereinafter called the "Licensor") does hereby license and permit the STATE OF WASHINGTON, Department of Natural Resources (hereinafter called the "Licensee"), subject to the existing rights of other parties, including the owner of the underlying fee, to improve, maintain, repair and use approximately 637 feet of the access road, known as the Hamilton Creek Road, located within the Licensor's Bonneville-Vancouver Nos. 1, 2, 5 and 6, and North Bonneville-Vancouver electric power transmission line rights of way in the E $\frac{1}{2}$ of Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, in accordance with Licensee's application dated August 21, 1962, and approximately as shown on Licensee's sketch dated May 18, 1962, subject to the following terms and conditions:

1. The improvement, maintenance, repair and use of said road by Licensee shall not interfere with Licensor's access along the transmission line rights of way, or with the operation and maintenance of the facilities

of the Licensor, and shall be without cost to, under the general supervision of the Licensor, and subject also to such rules and regulations as it may from time to time prescribe.

2. The Licensee, insofar as it is legally permitted so to do, shall indemnify and save the Licensor harmless from any and all claims arising in any manner from the presence of Licensee's facilities upon the Licensor's rights of way, or from the construction, operation, maintenance or removal thereof, excepting claims for damage to property or injury to persons directly resulting from the negligence of the Licensor's employees or agents.

3. It is agreed that any and all damage or injury to Licensor's property caused by or resulting from the construction, operation, use, maintenance and/or repair of said road by the Licensee may be repaired by the Licensor, and in such case the actual costs of such repair shall be charged against and paid by the Licensee; provided, however, that the Licensee, in lieu of its right to repair such property, may elect to require the Licensee itself, at no cost to the Licensor, to repair such damage or injury, under the supervision and to the satisfaction of the Licensor.

4. The Licensee assumes all risk of loss, damage or injury which may result from the presence of its facilities upon the Licensor's rights of way, unless such loss, damage or injury is directly caused by negligence of employees or agents of the Licensor.

5. This license shall remain in effect so long as the Licensee has need for the road hereinabove described; provided, however, that if the

Licenser determines that Licensee's improvement, maintenance and use of said road interferes with the use and operation of the Licenser's facilities, then Licenser shall notify Licensee and Licensee shall have a reasonable time thereafter within which to correct the interference, and if Licensee shall fail or refuse to make such correction then Licenser may terminate this permit.

6. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to such agreement if made with a corporation for its general benefit.

ISSUED at Portland, Oregon, this 26th day of September, 1962.

UNITED STATES OF AMERICA
Department of the Interior
Bonneville Power Administration

By E. E. Grant
E. E. Grant
Principal Title Officer
Branch of Land

The above permit is hereby accepted and its terms agreed to this 5th day of October, 1962.

STATE OF WASHINGTON
Department of Natural Resources

By Beall

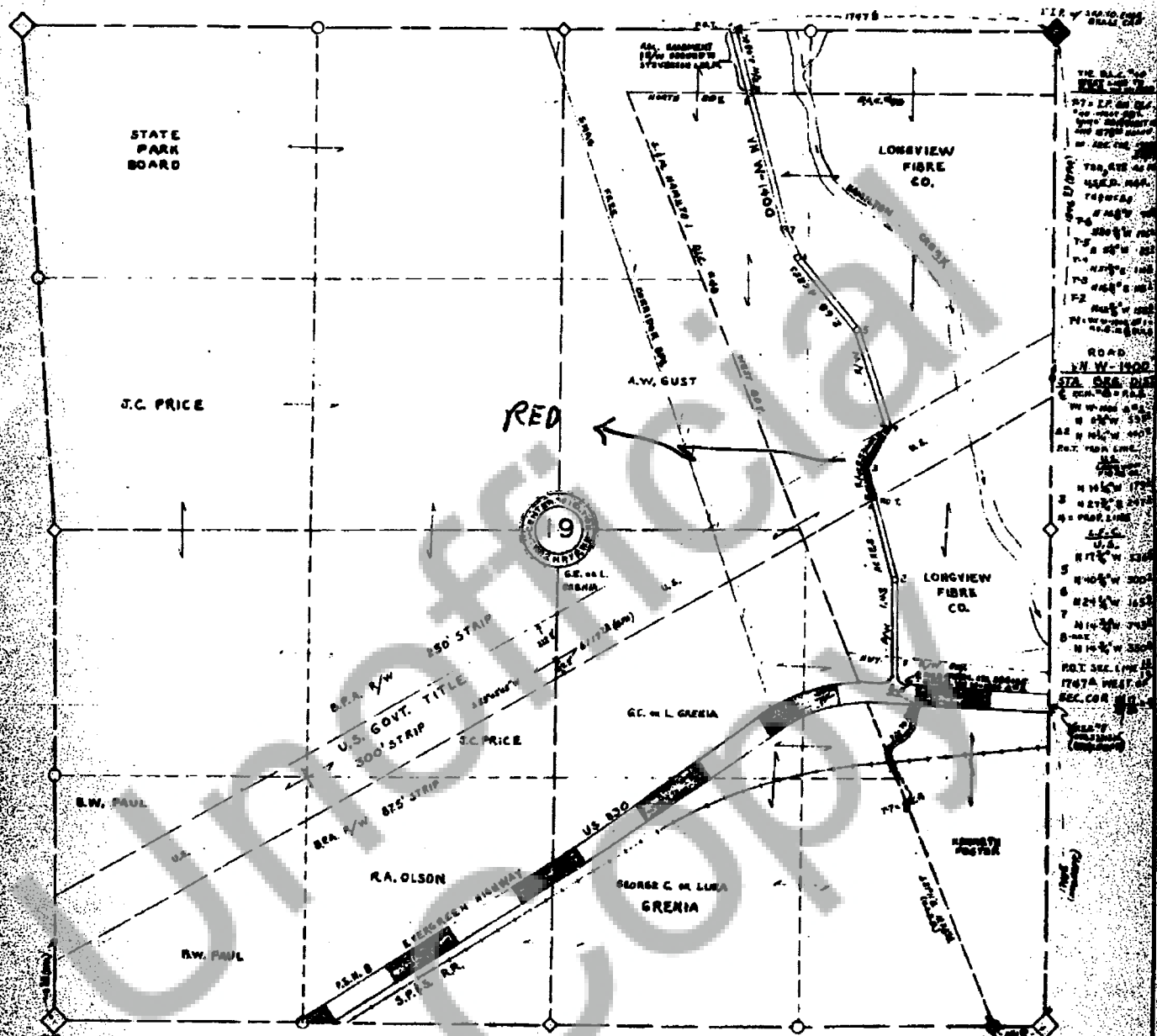
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
RIGHT OF WAY PLAT

VN W-1400 ROAD

SEC. 19 T. 2 N. R. 7 E. W.M.

SKAMANIA COUNTY WASH.

SCALE 1 IN.=400 FT.



DECLINATION 22° 30' EAST

TRAVELER BY D.T.U.

RAW, S. L.

DATE 5-18-62

WILLIAM C. GRITS, SUPERVISOR OF FOREST ENGINEERING, DO
CERTIFY THAT THIS MAP ACCURATELY REPRESENTS THE
LOCATION OF SAID ACCESS ROAD ACROSS SECTION 15 TOWNSHIP
2 NORTH, RANGE 7 E. WILLAMETTE MERIDIAN.

SUPERVISOR OF FOREST ENGINEERING