

OPA 4013
Rev. 9-15-61
W/OIG

76397

AAA-1-A-1; -1-A-4;
Tract No. AAA-1-AR-1, P. 3; -1-AR-2

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTOR, herein so styled whether one or more, ERMA M. KAPP, a widow,

for and in consideration of the sum of FOUR THOUSAND SEVEN HUNDRED SEVENTY-FIVE - - - - -
- - - - - Dollars (\$4,775.00),
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(s) of electric power transmission struc-
tures 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 on Addendum "A" attached hereto and by this reference made a part hereof.

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 or 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, her 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 United States of America's standard clearing contracts. 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;



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 and future 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

18 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 /

as outlined in green on Exhibit 1, Pages 1 and 2, attached hereto and made a part hereof,

and contiguous to said right of way that (x) are danger trees on June 20, 1973

(hereinafter called "present danger trees"), ~~and~~ 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; and

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 and maintenance of a road approximately 20 feet in width ~~on, over, and across the land of the Grantor in~~ a portion of the SE $\frac{1}{4}$ of Section 15, Township 3 North, Range 10 East, W. M., Skamania County, Washington,

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, 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. 153201 DTM-D,

prepared by the United States Department of the Interior, Bonnetville Power Administration, attached hereto and by this reference, made a part hereof.

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 extends 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, agents or assigns.

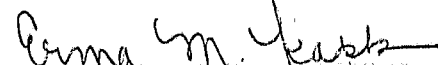
It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, agents or assigns, the UNITED STATES OF AMERICA, subject to the availability of appropriations, or its assigns, will repair such damage. It is further understood and agreed that the grantor may erect or maintain fences across such road, provided adequate gates of not less than ~~ten~~ sixteen 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.

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 June 20, 1973, 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; 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 23rd day of July, 1973


Erma M. Kapp

EXHIBIT

ADDENDUM "A"

AAA-1-A-1

A right-of-way of variable width over and across that portion of the SE $\frac{1}{4}$ of sec. 10, T. 3 N., R. 10 E., S.M., Skamania County, Washington, lying south of the 300-foot right-of-way of the Bonneville Power Administration Bonneville-Coulee No. 2 transmission line, described as Tract BC-102 in the judgment on the Declaration of Taking No. 34, dated February 3, 1939, Skamania County, Washington. The variable right-of-way is all that portion which lies westerly of a line located 25 feet easterly of and parallel with the survey line of the Bonneville Power Administration Underwood Tap to Bonneville-Sifton No. 1 and Bonneville-Alcoa No. 2 transmission line. The survey line is described with reference to the Washington Coordinate System, South Zone, as follows:

Beginning at survey station 0+00.0, a point near the west line of the SE $\frac{1}{4}$ of sec. 10, T. 3 N., R. 10 E., W.M., Skamania County, Washington, which is N. 66° 31' 40" W., 2,781.4 feet from the southeast corner of section 10. This corner is monumented with a brass cap in a concrete monument; thence S. 0° 48' 20" E., 349.5 feet to station 2+49.5; thence S. 2° 19' 20" W., 677.7 feet to the south line of section 10 at survey station 10+21.2, which is N. 89° 11' 40" W., 2,575.1 feet from the southeast corner of section 10 which is monumented with a brass cap in a concrete monument.

AAA-1-A-4

A right-of-way 50 feet wide over and across a part of the SE $\frac{1}{4}$ of section 15, T. 3 N., R. 10 E., S.M., Skamania County, Washington, described as beginning at the middle of section 15 thence north 49 rods; thence west 47 rods; thence south 49 rods; thence east 49 rods. The 50-foot right-of-way boundaries are located 25 feet northwesterly and 25 feet southeasterly of and parallel with the survey line of the Bonneville Power Administration Underwood Tap to Bonneville-Sifton No. 1 and Bonneville-Alcoa No. 2 transmission lines. The survey line is described with reference to the Washington Coordinate System, South Zone as follows:

Beginning on the north line of section 15, T. 3 N., R. 10 E., W.M. at survey station 10+27.2 which is N. 88° 11' 40" W., 2575.1 feet from the northeast corner of section 15 monumented with a brass cap in concrete monument. Thence S. 2° 19' 20" W., 3.6 feet to station 10+30.8; thence S. 1° 53' 20" W., 1623.0 feet to station 20+54.7; thence S. 39° 12' 40" W., 1242.0 feet to the south line of the SE $\frac{1}{4}$ of section 15 at survey station 30+96.7 which is S. 89° 59' 00" E., 1915.7 feet from the west corner of section 15. This corner is evidenced by a 1-inch iron pipe;

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.

Access Roads Nos. AAA-1-AR-1, P. 3 and AAA-1-AR-2 may be used for ingress and egress to and from the Bonneville Power Administration's Underwood Tap to Bonneville-Sifton No. 1 and Bonneville-Alcoa No. 2 transmission lines and to and from any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

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

State of Washington)
County of Clark) ss:

On the 23rd day of July, 1973, personally came before me, a notary public in and for said County and State, the within-named ERMA M. KAPP,

who 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 for 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.



Heath Hall

Notary Public in and for the
State of Washington,
Residing at Vancouver, therein.
My commission expires: 10-18-73

STATE OF Oregon)
COUNTY OF Multnomah) ss:

I CERTIFY that the within instrument was received for the record on the 27 day of August, 1974, at 10:30 A.M., and recorded in book 65 on page 523, records of said County.

Witness my hand and seal of County affixed.



By *[Signature]*
Deputy.

For filing, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No 3621
PORTLAND, OREGON 97208

BPA 177A
Mar. 1966

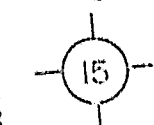
INTERIOR - BUREAU OF LAND MANAGEMENT - PORTLAND, OREGON

19+36 Fc
20+00 Fc
20+10 Fc
21+20 Fc
21+30 Fc

24+50 Fc

26+87 Fc

28+11 Fc
INSTALL 15' x 20' GATE



AR 5350
IN CONFD (ORCHARD LANE)

PARCEL A

SECTION
PARCEL LN 621

31+35 Fc

20+32 Fc

PARCEL 2

PARCEL 3

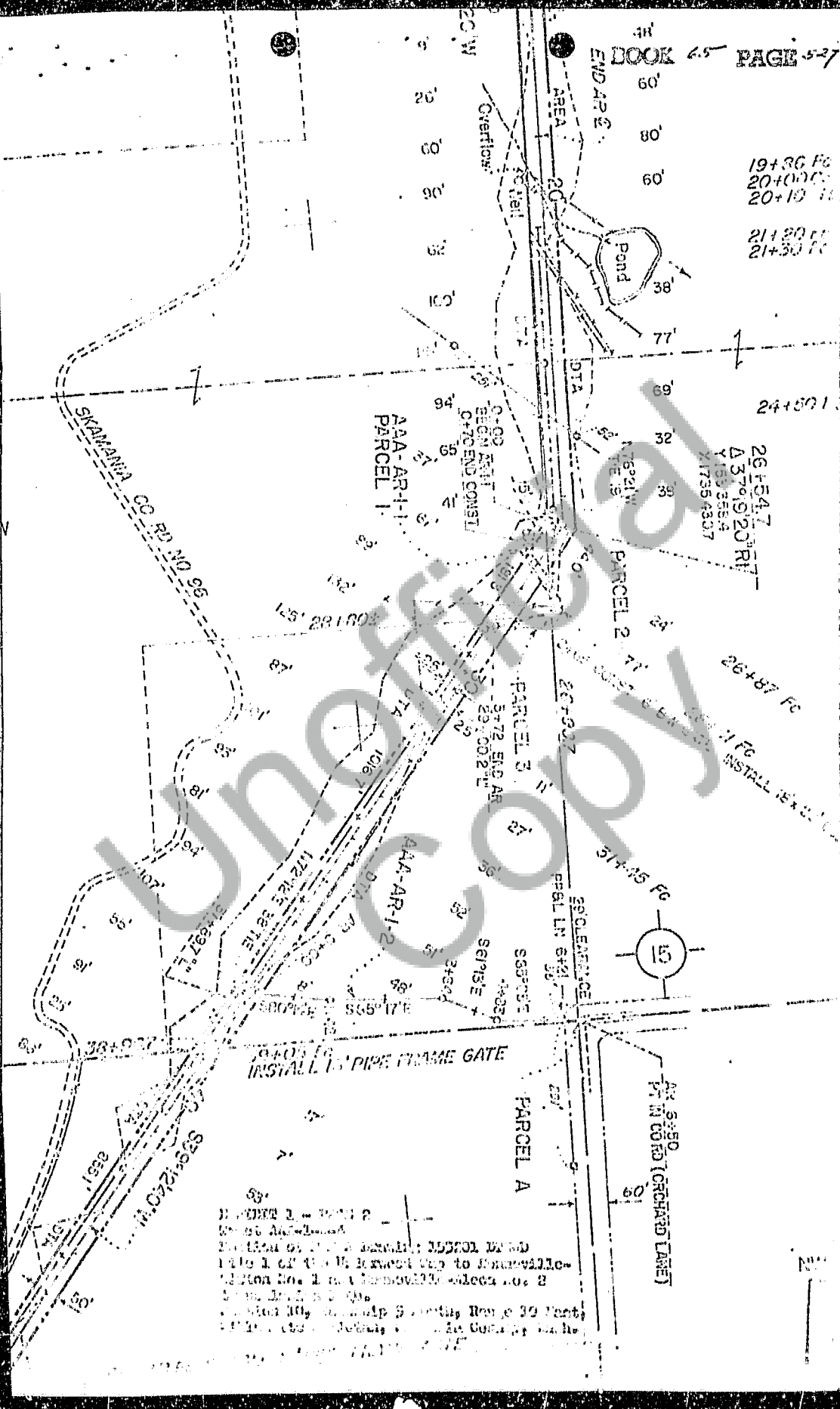
3+72 END AR
28+002 Fc

AAA-AR-1-1
PARCEL 1

AAA-AR-1-2

INSTALL 15' PIPE FRAME GATE

SECTION 1 - PARCEL 2
East of Arched
Section of the Arched: 153501 WARD
110 1 of 110 110 to Knoxville
Section No. 1 and Knoxville - elect. No. 2
Section No. 1 and Knoxville - elect. No. 2
Section No. 1 and Knoxville - elect. No. 2
Section No. 1 and Knoxville - elect. No. 2



19+86 Fc
20+000
20+10 11
21+20 Fc
21+30 Fc

26+54.7
Δ37°9'20"RT
26+57 Fc
1 Fc
INSTALL 18'x20' C.A.

26+57 Fc
1 Fc
INSTALL 18'x20' C.A.



EXHIBIT 11 - PAGE 1
1931-1932
Portion of the Building 153201 Bldg.,
Site 1 on the Railroad Trp to Bonnevill
Station bet 1 and Bonnevill-along Co. 2
transmission line
Section 20, Township 3 North, Range 10 East,
Willamette Division, Columbia County, Ore.

19+86 Fc
20+000
20+10 11
21+20 Fc
21+30 Fc

