Tract No.Ha-0-672 Ha-0-AR-146-1

72550 TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTOR, Mercin so styled whether one or mire,

MALOUS C. SAMEEL and JEAN M. SAMSET, husband and wife,

for and in commiltentiated the sum of - SEVEN THOUSAND NINE HUNDRED FIFTY - - - Dollars (\$7,950.00),

AND THE PROPERTY OF THE PARTY O

solls, and conveys to the UNITED STATES OF AMERICA, receipt of which in hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual casement and right to enter and erect, maintain. Arthir, rebuild, operate, and patrol one line (2) of electric power transmission structures and appurtenant, signal lines, including the right to erect such poles, transmission structures, wires, cables, and appurtenances at are necessary thereto, ic, over, upon, and across the following-described parcel of land in the County of Skamaria, in the State of Washington , to-witt See Exhibit A, attached hereto, and made a part hereof by reference.

- 1. It is agreed that any damage to Grantors' agricultural crops, fences, or irrigation or irainage 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. 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 Grantors.
- 3. For the purpose of preserving the natural appearance of the right of way, it is agreed by the Grantors 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.
- 4. It is understood and agreed that the above stated consideration includes an amount for any damage that may occur to the spring and water system located on the right of way and access read herein referred to.
- 5. It is understood and agreed that the United States of America will furnish and install a 16 foot pipe frame gate in the fence on Access Road AR-1146-1 at approximate survey station 10+89.

Access Road No. Ha-0-AR-1h6-1 may be used for access to and from the Hanford-Vatrander No. 1 transmission lines and any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.



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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 presencement with the first to top, limb or fell all growing and dead trees and snags (collectively called 'danger trees'') located on dand gaved by the Grantor adjacent to the above-described right of way, which could fall within feet of the first transmission facilities hereinbefore described; provided, feet of the first transmission facilities hereinbefore described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land / present on BPA Drawing No. 150446 attached hereto marked

Exhibit E, and made a part hereof by reference,

. 22 dougl and contiguous to said right of way that (a) a : danger trees on August 6, 1970

(hereinafter called "present danger trees"), omnubbre or and strips (hereinafter the right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within three 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 additional danger trees the market value prevailing at the date of cutting after they have been to cut; and

AMERICA, such payment to be made within a seasonable period of time after they have been so cut; and Grimtor also bereby grants, birguins, 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 (maintenance and account and approximately 20 feet in width (maintenance and across the lond of the Grantor in the NNISE) of Section 26, Tranship I Torth, Range 7 East, Willamette Meridian, Skamania County, Washington,

for the following purposes, usually: the most a community in the of timber, danger trees, and brush; to build, cut, fill, level, gradu, drain, surface, social newer and rebaild a road and such culverts, bridges, turn outs, retaining walls or other appartessant structures as may be uncassary, on, ever, and across the land embraced within said right of way, as shown extered as ead on draining terral No. 150hh6 DIM-D, except any portion lying within Hanford-Ostrander 1.0. I transmission line right of way, brepared by the United States Department of the Interior, Conneville Power Administration, attached hereto

and by this reference, nade a part bereof.

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 read 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 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 war on August 6, 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; and UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof; and UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof; and UNITED STATES OF AMERICA and date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of said casement 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 Granter also covenants to and with the UNITED STATES OF AMERICA that Granter in lawfully neitzed and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are kee and clear of encumbrances, except as above indicated; and that Granter will forever warrant and detend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsonver.

Dated this 10 th day of Leptember, 1970.	11 acol 6
the same of the sa	Jarold C. Samsel
and the same property of the same of the s	Jean M. Samsel
	with the collection.

BOCK - PAWW

(Standard form of acknowledgment approved for use with all conveyances in fanking time that the

COUNTY OF Manual SS:

On the 10 7 day of Kingster, 19/0, personally came before me, a notary public in and for said County and State, the within-named

HAROLD C. SAMSET and JEAN M. SAMSET husband and Highest in and who executed the to me personally known to be the identical person and described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same their free and voluntary act and deed, for the uses and purposes therein mentioned.

CIVEN under my hand and official seal the day and year last above written

(SEAL)

Hotory tubico in and to the state of Washing at Variety ver

My commission expires: 5/3/1973

STATE OF Shanavia) 50:

I CERTIFY that the within instrument was received for the record on the 16 day of first , 1970, at 7:30 Mm, and recorded in book , 62 on page , at records of Reed of said County.

Witness my hand and seal of County affixed.

By E. marfeell Deputy.

After recording, please feture to

TITLE SECTION, BRANCH OF LAND BONNEVILLE FOUR ADMINISTRATION P.O. BOX No. 3613 PORTLAND, OREGON \$7390

hr 8-21-70

57A 177A

EXHIBIT A

Ha-0-672

Harold C. Samsel

3N-7E-26

That portion of a strip of land 150 feet in width which lies within the following:

The W2NW4SE4 of Section 26, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington.

The boundaries of said strip of land lie 75 feet on each side of and parallel with the survey line of the U.S.A. Bonneville power Administration's Hanford-Ostrander No. 1 transmission line, said survey line is described as follows:

Beginning at survey station 7655+15.0 in the east line of Section 23, said Township and Range, at a point which is N1°47°00°E 726.7 feet from the southeast corner of said Section 23; thence S65°01°50°W, 2577.7 feet to station 7680+92.7; thence S3°45°30°L 4374.0 feet to station 7729+84.7 in the south line of said. Section 26 at a point which is S89°04°10°E, 710.6 feet from the south quarter corner of said Section 26.

The boundary was a process of

The bearings of said survey line refer to the Washington Coordinate System

