

72572

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTOR, herein so styled whether one or more, MARJORIE E. CARPENTIER, a widow,

for and in consideration of the sum of --NINE THOUSAND ONE HUNDRED EIGHTY-- Dollars (\$9,180.00),
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(x) 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:

A strip of land 150 feet in width through the E1/4NW1/4SE1/4 and the
W1/4NE1/4SW1/4SE1/4 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 Bonneville Power Administration's
Hanford-Ostrander No. 1 transmission line, said survey line being
described as follows:

Beginning at a point in the east line of Section 23, said
Township and Range, which point is N. 1°47'00" E. 726.7 feet
from the southeast corner of said Section 23; thence S. 65°01'50" W.,
2577.7 feet; thence S. 3°45'30" E., 1892.0 feet to a point in the
south line of said Section 26, which point is S. 89°04'10" E.,
710.6 feet from the south quarter corner of said Section 26.

The bearings of said survey line refer to the Washington Coordinate
System - South Zone.

Access road No. Ha-O-AR-146-2 may be used for ingress and egress to and from the Hanford-
Ostrander No. 1 transmission line and any existing or future transmission lines which
have been or may be constructed adjacent or nearly adjacent thereto.

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 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.

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 the Grantor.

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.
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 35 feet of ~~the electric transmission facilities~~ the electric transmission facilities hereinafter described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land ~~shown in green color on BPA drawing No. 150446 DTM-D, attached hereto and by this reference made a part hereof,~~

~~and~~ and contiguous to said right of way that (a) are danger trees on August 10, 1970 (hereinafter called "present danger trees"), or (b) become danger trees thereafter (hereinafter called "future danger trees"). 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 50 feet in width ~~(shown in green color on BPA drawing No. 150446 DTM-D, attached hereto and by this reference made a part hereof,~~ on, over, and across the land of the Grantor in the SW 1/4 of Section 26, Township 3 North, Range 7 East, Willamette Meridian,

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. 150446 DTM-D

prepared by the United States Department of the Interior, Bonneville 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 12 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 August 10, 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 that title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; 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 12th day of September 1970

Marjorie E. Carpenter
Marjorie E. Carpenter

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

STATE OF Washington)
) ss:
COUNTY OF Shannon)

On the 12th day of September, 1970, personally came before me, a notary public in and for said County and State, the within-named MARJORIE B. CARPENTER

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.



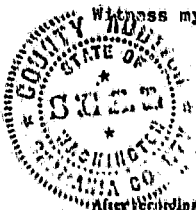
Robert K. Lick
Notary Public in and for the
State of Washington
Residing at Steverson
My commission expires: 2/1/74



STATE OF Washington)
) ss:
COUNTY OF Shannon)

I CERTIFY that the within instrument was received for the record on the 21 day of Sept, 1970, at 11:10 AM., and recorded in book 62 on page 146, records of Records of said County.

Witness my hand and seal of County affixed.



W. P. Tull
By E. M. Ford Deputy.

