

Ha-0-680; Ha-0-682;
Tract No. Ha-0-686; Ha-0-AR-149-1,
P.2; Ha-0- R-149-2 P.1.1

73103

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTOR, herein so styled whether one or more, J. RUSSELL SHERMAN and VIRGINIA M. SHERMAN, husband and wife,

for and in consideration of the sum of - SEVEN THOUSAND - - - - - Dollars (\$7,000.00),

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 structures 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:

Shown on Exhibit "A" attached hereto and by this reference made a part hereof.

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.

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, 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 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. 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.

As part of the consideration for this grant it is agreed that the foregoing provisions numbered 1, 2, and 3, shall hereinafter also apply to the previously existing right-of-way on Grantor's property described in the easements dated July 26, 1963, recorded in Volume 51, page 481, File No. 62003, and dated February 27, 1963, recorded in Volume 51, page 150, File No. 61238, Deed records of Skamania County, Washington.

The above listed access roads may be used for ingress and egress to and from the Bonneville Power Administration's Hanford-Ostrander No. 1 transmission line and to and from any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto;



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 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 ~~for the purpose of~~ ~~the electric transmission facilities hereinbefore described~~ outlined in green on BPA Map Nos. 150448 DTM-D and 150449 DTM-D attached hereto and by this reference made a part hereof,

~~strip~~ and contiguous to said right of way that (a) are danger trees on December 21, 1970

(hereinafter called "present danger trees"), ~~and (b) are additional danger trees~~ ~~(hereinafter called "additional 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 20 feet in width ~~on, over, and across the land of the Grantor in a portion of the NE 1/4 of Section 10, Township 2 North, Range 7 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. 150449 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~~ ^{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 ~~100~~ ⁵⁰ 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 December 23, 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 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 26th day of January, 1971

J. Russell Sherman
J. Russell Sherman

Virginia M. Sherman
Virginia M. Sherman

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

STATE OF *California*)
COUNTY OF *Los Angeles*) ss:

On the *26* day of *January* 1971, personally came before me, a notary public in and for said County and State, the within-named J. RUSSELL SHERMAN and VIRGINIA M. SHERMAN, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their 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.

(SEAL)



Pauline A. Hadden
Notary Public in and for the
State of *California*
Residing at *Los Angeles*

My commission expires:

Unofficial Copy

STATE OF *Ark.*)
COUNTY OF *Shannon*) ss:

I CERTIFY that the within instrument was received for the record on the *1* day of *Feb.*, 1971, at *10 A.M.*, and recorded in book *62* on page *573*, records of *Ark.* of said County.

Witness my hand and seal of County affixed.



Y.P. Stodd
By *E. M. Stodd*
Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3621
PORTLAND, OREGON 97206

djw 1-7-71

BPA 177A
Mar. 1966

Tract Nos. Hc-0-680 & 682

That portion of a strip of land 162.5 feet in width which lies within the following:

Government Lot 6 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, lying northwesterly of the existing 300-foot right-of-way of the Bonneville Power Administration's Bonneville-Coulee No. 1 and No. 2 transmission lines.

Said strip of land lies on the northwesterly side of, runs parallel with and adjoins the existing 100-foot right-of-way of the Bonneville Power Administration's Stevenson Tap to Bonneville-Alcoa Nos. 1 and 2 transmission lines, the survey line of said 100-foot right-of-way being described in that certain easement deed dated February 27, 1963, recorded in Volume 51, page 150, File No. 61238, Deed records of said County.

Tract No. Ha-0-686

A right-of-way 150 feet wide over and across the following-described tract of land:

The SW $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 2 North, Range 7 East, W. M., Skamania County, Washington, lying easterly of the existing 100-foot right-of-way of the Bonneville Power Administration's Stevenson Tap to Bonneville-Alcoa Nos. 1 and 2 transmission lines, the survey line of said 100-foot right-of-way being described in that certain easement deed dated July 26, 1963, recorded in Volume 51, page 481, File No. 62003, Deed records of said County, except that portion thereof lying within a 300-foot strip of land for Bonneville Power Administration transmission line.

The boundaries of the right-of-way are located 75 feet on each side of and parallel with the survey line of the Bonneville Power Administration Hanford-Ostrander No. 1 transmission line.

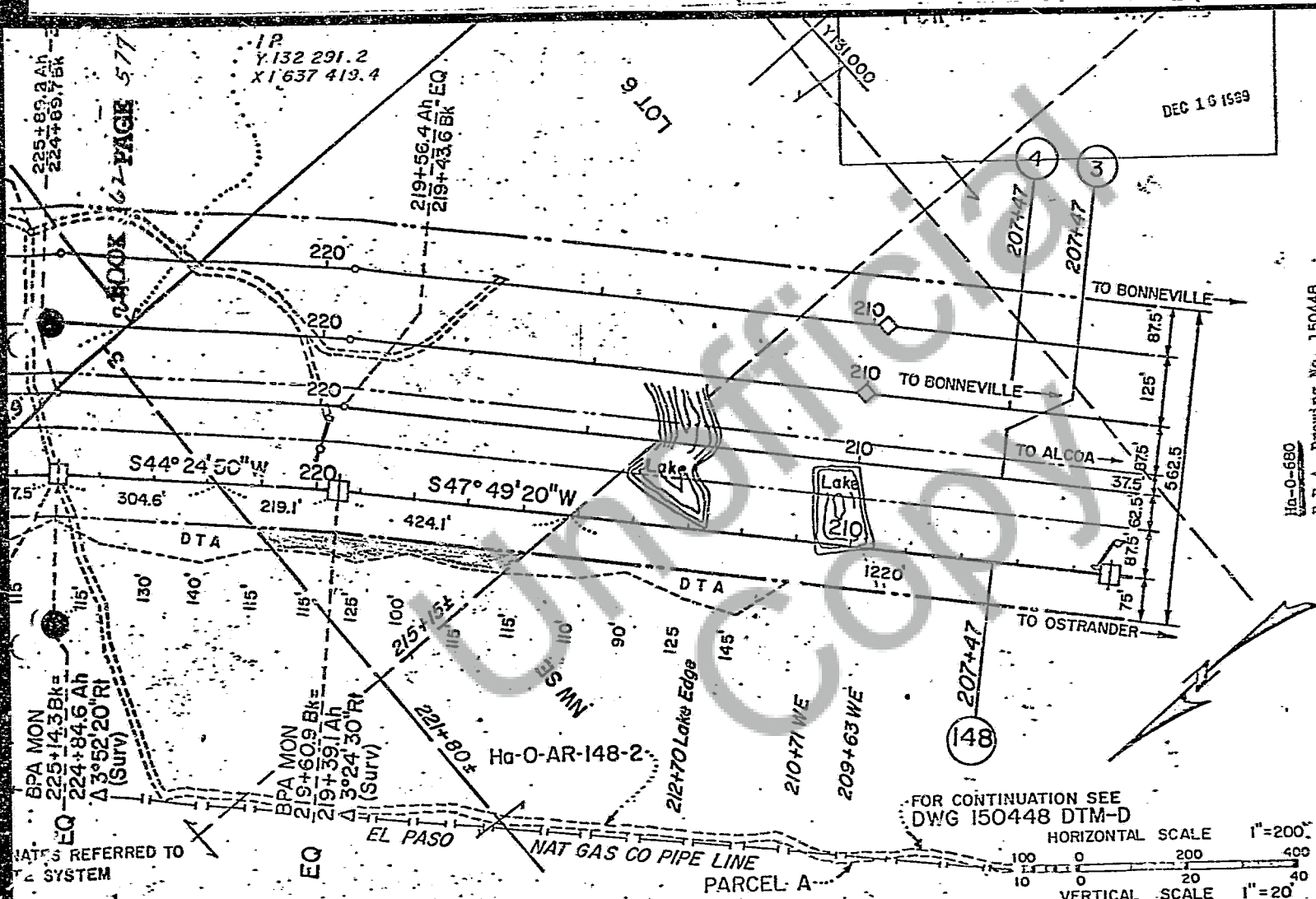
Also that portion of the following-described tract of land which is located westerly of a line which is 75 feet easterly from and parallel with the survey line of said Hanford-Ostrander No. 1 transmission line:

The NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 10 except portion thereof covered by Blue Lake, its immediate shore line and a strip of land 200 feet wide and adjacent to and paralleling the shore of Blue Lake and except that portion thereof lying within a 300-foot strip of land for Bonneville Power Administration transmission line.

The survey line for the Hanford-Ostrander No. 1 transmission line is described as follows:

Beginning in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, said Township and Range, at survey station 187+63.5 which is N72°58'30"W, 738.3 feet from the south quarter corner of Section 3. This corner is evidenced by an I.P. Thence S36°25'30"W, 1004.0 feet to station 177+59.5 Back = 17+59.5 Ahead. Thence S32°02'10"E, 943.0 feet to station 8+16.5 Back = 174+35.5 Ahead. Thence S40°20'20"W, 1234.5 feet to station 162+01.0. Thence S40°41'20"W, 1580.1 feet to station 146+20.9 Back = 985+82.1 Ahead. Thence S16°42'00"E, 1787.3 feet to station 1003+69.4 in the south line of Section 10 which is S88°39'40"E, 776.1 feet from the southwest corner of Section 10. This corner is evidenced by an I.P.

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

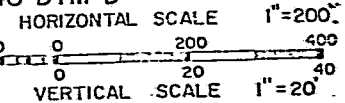


Ha-O-680	Ha-O-678 255+70.8 TO 226+91.8	L
Ha-O-680	Ha-O-678A 255+25	E
Ha-O-680	Ha-O-679 226+91.8 TO 225+14.3 BK= 224+24.6 AH TO 221+80	L
Ha-O-680	Ha-O-680 221+80 219+60.9 BK= 219+59.1 AH TO 215+15	E
Ha-O-680	Ha-O-681 215+15 TO 202+95	
Ha-O-680	Ha-O-AR-148-1	
Ha-O-680	Ha-O-148-2 (Ha-O-679.681 & 683	
Ha-O-680	Ha-O-AR-148-2	

Ha-O-680
D.P.A. Drawing No. 150448

DEC 16 1959

FOR CONTINUATION SEE
DWG 150448 DTM-D



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BOOK 62 PAGE 57

