

Ha-O-613

Tract No. Ha-O-614

Ha-O-AR-126-1

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

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

For and in consideration of the sum of -- NINE THOUSAND ONE HUNDRED TWENTY FIVE -- Dollars (\$9,125.00),

has been 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 of access, and conveys to the UNITED STATES OF AMERICA and its assigns, one line (a) of electric power transmission structure, and erect, maintain, repair, rebuild, operate, and patrol

poles, and appurtenances; 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:

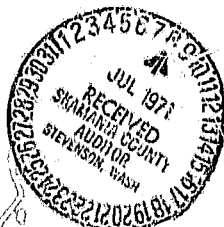
As described in Exhibit A attached hereto and by this reference made a part hereof;

together with all necessary and convenient access over, along and across existing roads on premises owned by the Grantor within existing Bonneville Power Administration's easements.

Access Road No. Ha-O-AR-126-1 may be used for access to and from the Bonneville Power Administration's 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.

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. 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 accumulation 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 a part of the consideration for this grant it is agreed that the foregoing provisions numbered 1 and 2 shall hereafter also apply to the previously existing right-of-way on Grantor's property described in those certain easements, to-wit: Easement No. 47512, dated August 20, 1954, recorded September 10, 1954, in Book 38, page 378, Auditor's file No. 47512, and dated November 30, 1953, recorded January 5, 1954, in Book 37, page 391, Auditor's file No. 46420, all in the deed records of Skamania County, Washington.



Together with the present 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 logs (collectively called "danger trees") located on land owned by the Grantor adjacent to the above-described right of way, which could fall within 25 feet of the electric transmission facilities hereinbefore described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or logs within strips outlined as shown outlined in green on Exhibits B and C attached hereto and by this reference made a part hereof,

PLUS, one 20-inch in diameter White Fir, 25 feet outside of right-of-way on the northerly side, opposite survey station 125+20,

PLUS, one 12-inch in diameter Douglas Fir, 25 feet outside of right-of-way on the northerly side, opposite survey station 123+50,

and contiguous to said right of way that (a) are danger trees on July 29, 1970, (hereinafter called "present danger trees"), and (b) are 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 50 feet in width on, over, and across the land of the Grantor in the SW 1/4 of Section 10, Township 3 North, Range 10 East, 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. 150426 DTM-D, marked Exhibit B,

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 10 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 July 29, 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 UNITED STATES OF AMERICA shall be deemed to have accepted the 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 June, 1971

Erma M. Kapp

STATE OF *Washington*) ss:
COUNTY OF *Clark*)

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that ~~he~~ executed the same as ~~her~~ free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

My commission expires: 8-19-72



73646

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

I CERTIFY that the within instrument was received for the record on the 5 day of July, 1971, at 8:40 A M., and recorded in book 25 on page 41 of Block said County.

Witness my hand and seal of County aforesaid.

By

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BOONEVILLE POWER ADMINISTRATION
P.O. BOX No. 362
PORTLAND, OREGON 97208

1990年12月

That portion of the following described tract which lies northerly of the existing right of way of the United States of America Bonneville Power Administration's McNary-Ross transmission line, and southerly of a line 75 feet northerly of and parallel with the survey line of the Bonneville Power Administration's Hanford-Ostrander No. 1 transmission line:

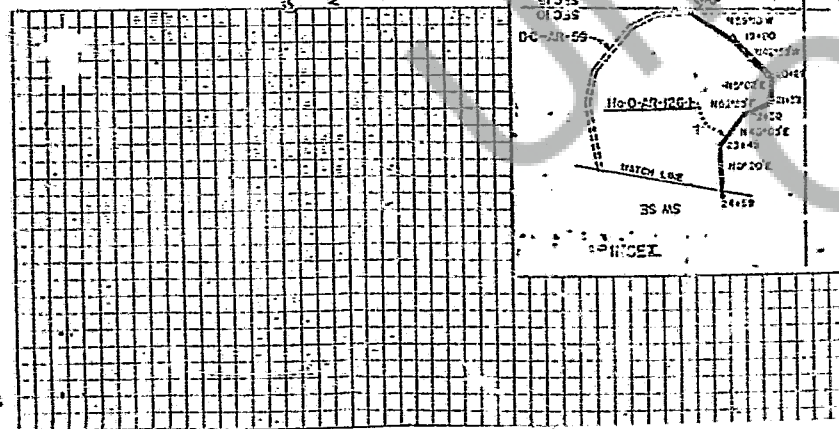
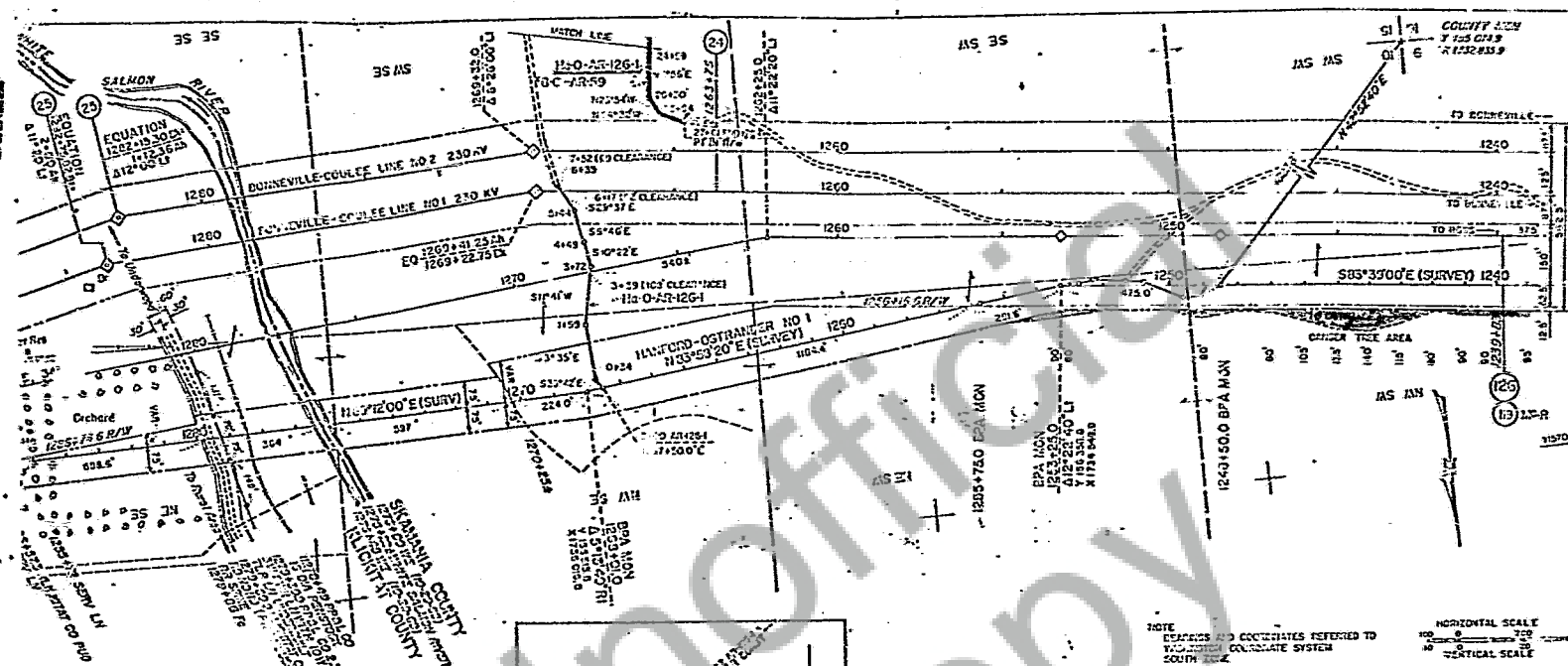
The NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$, except that portion within a strip of land 400 feet wide measured from the center line of White Salmon River all in Section 10, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington.

Said survey line is described as follows: Beginning at a point in the west line of Section 10, said Township and Range, which point is N. 1°12'20"E., 1471.4 feet from the southwest corner of said Section 10; thence S. 83°39'00" E., 1692.2 feet; thence N. 85°58'20" E., 1476.0 feet; thence N. 89°12'00" E., 2586.6 feet to a point that is N. 18°19'50" E., 1734.6 feet from the southeast corner of said Section 10.

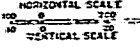
Bearings of the survey line are referred to the Washington Coordinate System- South Zone.

The existing right of way of the McNary-Ross transmission line is described in that certain easement deed dated August 20, 1954, recorded September 10, 1954 in Book 38, page 378, Auditor's file No. 47512, Deed Records of Skamania County, Washington.

Also, that portion of a strip of land 12.5 feet wide which lies within the E $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 9, said Township and Range. Said strip of land is parallel with, lies on the northerly side of and adjoins the existing 250-foot right-of-way of said McNary-Ross transmission line, said existing right-of-way being described in that certain easement deed dated November 30, 1954, recorded January 5, 1954, in Book 37, page 391, Auditor's file No. 46420, Deed Records of Skamania County, Washington.

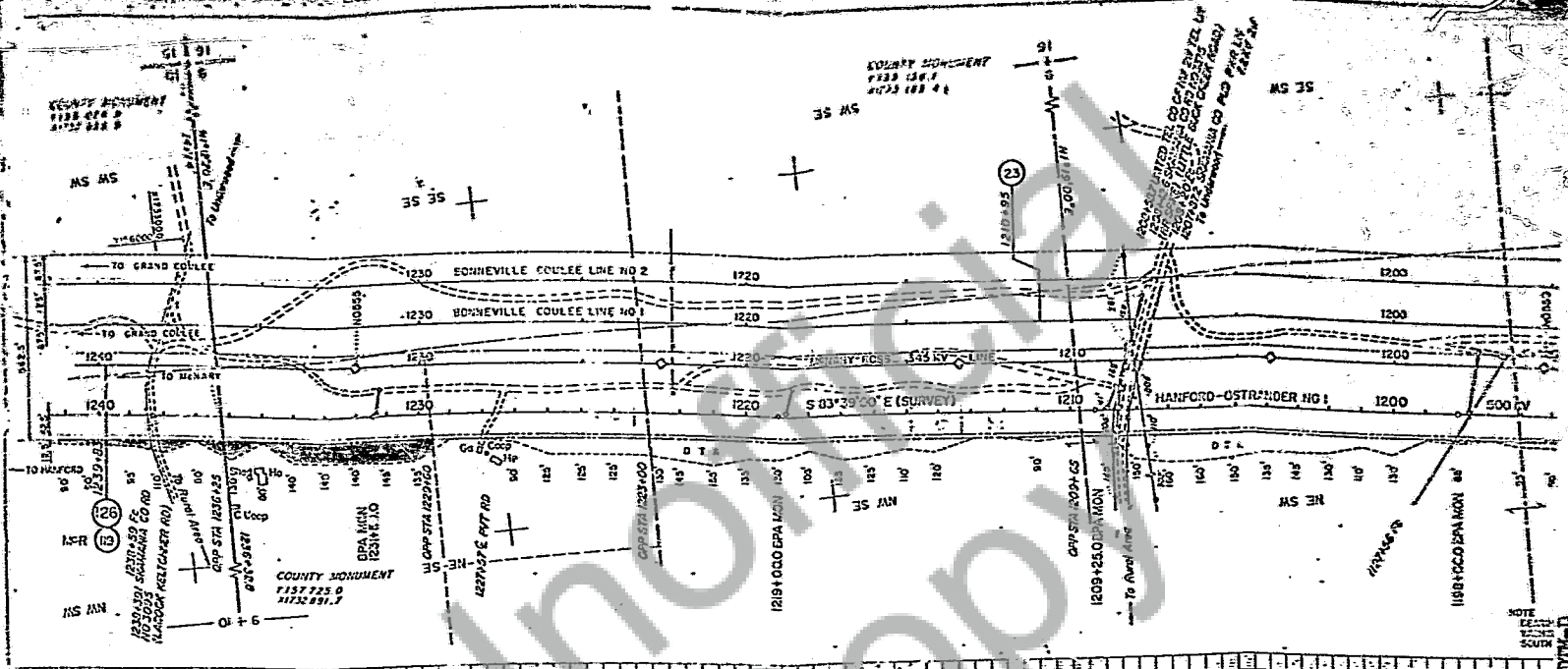


NOTE
BEARINGS AND COORDINATES REFERRED TO
TWO-DIMENSIONAL COORDINATE SYSTEM
SOUTH 48° 30' 00" E



Portion of BPA Drawing No. 150126 DTM-D

EXHIBIT D



Portion of IPA Drading No. 150427 ITH-D

EXHIBIT C