

75365

BOOK 64 PAGE 568

Tract No. AAA-1-A-5

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, MARTHA E. LEHMANN, a widow,

for and in consideration of the sum of TWO THOUSAND ONE HUNDRED -----
-----Dollars (\$ 2,100.00),

in bond 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 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:

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, 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, his 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, shrub, 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~~ ^{any conductor} of the electric transmission facilities herein-before 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 attached hereto and made a part hereof,~~

~~and~~ and contiguous to said right of way that (a) are danger trees on July 18, 1972 (hereinafter called "present danger trees") ~~and (b) are danger trees outside of said strips (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.

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 right of way on July 18, 1972, 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 28th day of September, 1972.

Martha E. Lehmann
Martha E. Lehmann

AAA-1-A-5

A right-of-way 50 feet wide over and across the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of section 15, T. 3 N., R. 10 E., W.M., Skamania County, Washington. The boundaries of the 50-foot right-of-way are located 25 feet northeasterly and 25 feet southwesterly 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 the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of section 15, T. 3 N., R. 10 E., W.M. at survey station 36+96.7 which is S. 88°59'00" E., 1915.7 feet from the west $\frac{1}{4}$ corner of section 15. This corner is evidenced by a $\frac{1}{2}$ -inch iron pipe. Thence S. 39°12'40" W., 1220.7 feet to station 5+17.4 Back = 11+20.0 Ahead; thence S. 2°49'00" W., 120.0 feet to station 10+00.0 in the Underwood Substation Site 2 which is S. 45°08'30" E., 1582.4 feet from the west $\frac{1}{4}$ corner of section 15. This corner is evidenced by a $\frac{1}{2}$ -inch iron pipe.

ADDENDUM 'A'

AAA-1-A-5

Y149735.9
X1732280.9

BOOK 64 PAGE 571

PARCEL A

NE SW

SE SW

INSTALL 16" PIPE FRAME GATE

INSTALL 16" PIPE FRAME GATE

S39°12'40"W

S88°59'00"E

S45°58'30"E

S2°49'00"W

UNDERWOOD
SUBSTATION
SITE

EXHIBIT 1
Tract AAA-1-A-5
Section 15, Township 3 North, Range
10 East, Willamette Meridian,
Skamania County, Washington.
Portion of B P A Drawing 153201 DTM-D,
Mile 1, Underwood Tap to Bonneville,
Sifton No. 1 and Bonneville-Alcoa No. 2
transmission lines.

51+17.4 Bk =
11+20.0 Ah
Δ 36°23'40" Lt
Y 151 450.8
X 1733 874.3

10+000 SS DE
Y 151 330.9
X 173 386.4
CONST B/L

TOPOG B
S 2°49'

AR DE
BPA MON

BPA MON

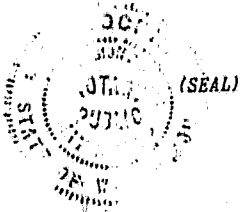
172°1P
Y 152 430.3
X 1732 730.9

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

STATE OF Washington)
COUNTY OF Shannon) ss:On the 27th day of September, 1972, personally came before me, a notary public in and for said County and State, the within-named MARTHA E. LEHMANN,

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.



J. J. Schindler
Notary Public in and for the
State of Washington
Residing at Vancouver

My commission expires: 1/31/1973STATE OF Wash.)
COUNTY OF Shannon) ss:I CERTIFY that the within instrument was received for the record on the 5 day of October, 1972, at 11:00 A.M., and recorded in book 64 on page 568, records of Deeds of said County.

Witness my hand and seal of County affixed.

H. P. Todd
By E. Mayfield
Deputy.

After recording, please return to:

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

bas 9420-72

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 10/10/01 BY 60322