

SPA 481 C
Rev. 2-12-53
W/DIS

Tract No. AAA-1-A-2
AAA-1-AR-1, P. 2

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

THE GRANTOR, herein so styled whether one or more, MERLIN G. FINK and DONA R. FINK,

husband and wife, owners; EARL D. STRODE and ROBERTA J. STRODE, husband and wife,
contract purchasers,

for and in consideration of the sum of TWO THOUSAND -----
-----Dollars (\$ 2,000.00),

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 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:

See Schedule "A", attached hereto

and by this reference made a part hereof.

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.

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, shrubs, or other cover or ornamental plants upon the portion of
the right-of-way not otherwise being utilized by 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 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.

This easement shall include the right to construct and maintain guys and anchors
beyond the outside limits of the right-of-way at S3 26+54.7.

The United States of America shall not bulldoze, clear, grade, or otherwise adversely
disturb the surface of the ground within said right-of-way within 100 feet radius of spring
at approximate survey station 17+75.

The United States of America shall have the right to top and keep topped to a
maximum height of 35 feet above ground level all brush and trees surrounding the springs on
and off the right-of-way between survey station 17+75 to 17+95.

The above listed access road may be used for ingress and egress to and from the
Bonnevile Power Administration's Underwood Tap to Bonneville-Lifton Co. 1 and Bonneville-
Alcoa No. 2 transmission lines 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 18 feet of the ~~centerline~~ ^{conductors} 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 ~~as outlined in green on Exhibit 1, attached hereto and made a part hereof,~~

and contiguous to said right of way that (a) are danger trees on July 13, 1972 (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 ~~cut, over, and across the land of the Grantor in a portion of the S.W. 1/4 of Section 15, Township 3 North, Range 10 East, W. M., Skamania County, Washington,~~ on, over, and across the land of the Grantor in a portion of the S.W. 1/4 of Section 15, Township 3 North, Range 10 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. 153201 UTM-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 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 13, 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 title to all future 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 17th day of October, 1972

Marlin G. Fink
Marlin G. Fink
Dona R. Fink
Dona R. Fink

Earl D. Strode
Earl D. Strode
Roberta J. Strode
Roberta J. Strode

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

STATE OF Washington
COUNTY OF Clark ss:

On the 17th day of October, 1972, personally came before me, a notary public in and for said County and State, the within-named MERLIN G. FINK and DONA R. FINK, 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.

Arthur B. ...
Notary Public in and for the
State of Washington
Residing at

My commission expires: 8-1-76

(SEAL)

STATE OF Washington
COUNTY OF Clark ss:

On the 17th day of October, 1972, personally came before me, a notary public in and for said County and State, the within-named EARL D. STRODE and ROBERTA J. STRODE, 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.

Arthur B. ...
Notary Public in and for the
State of Washington
Residing at

My commission expires: 12/2/72

(SEAL)



STATE OF Clark)
COUNTY OF Hanover) ss:

I CERTIFY that the within instrument was received for the record on the 17th day of October, 1972, at 9:30 A.M., and recorded in book 64 on page 139, records of said County.

Witness my hand and seal of County affixed.

By Arthur B. ...
Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX 3621
PORTLAND, OREGON 97208

BPA 137
Rev. 5-3-67

SCHEDULE "A"

AAA-1-A-2

A right-of-way of variable width over and across the NW¹/₄ of Section 15, T. 3 N., R. 10 E., W.M., Skamania County, Washington. The variable right-of-way is all that portion which lies westerly of a line located 25 feet easterly 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 section 15, T. 3 N., R. 10 E., W.M. at survey station 10+27.2 which is N. 88°11'40" W., 2575.1 feet from the northeast corner of section 15. This corner is monumented with a brass cap in concrete monument. Thence S. 2°19'20" W., 3.6 feet to station 10+30.8; thence S. 1°53'20" W., 1623.9 feet to station 26+54.7; thence S. 39°12'40" W., 1242.0 feet to the south line of the NW¹/₄ of section 15 at survey station 38+96.7 which is S. 88°59'00" E., 1915.7 feet from the west corner of section 15. This corner is evidenced by a 2-inch iron pipe.

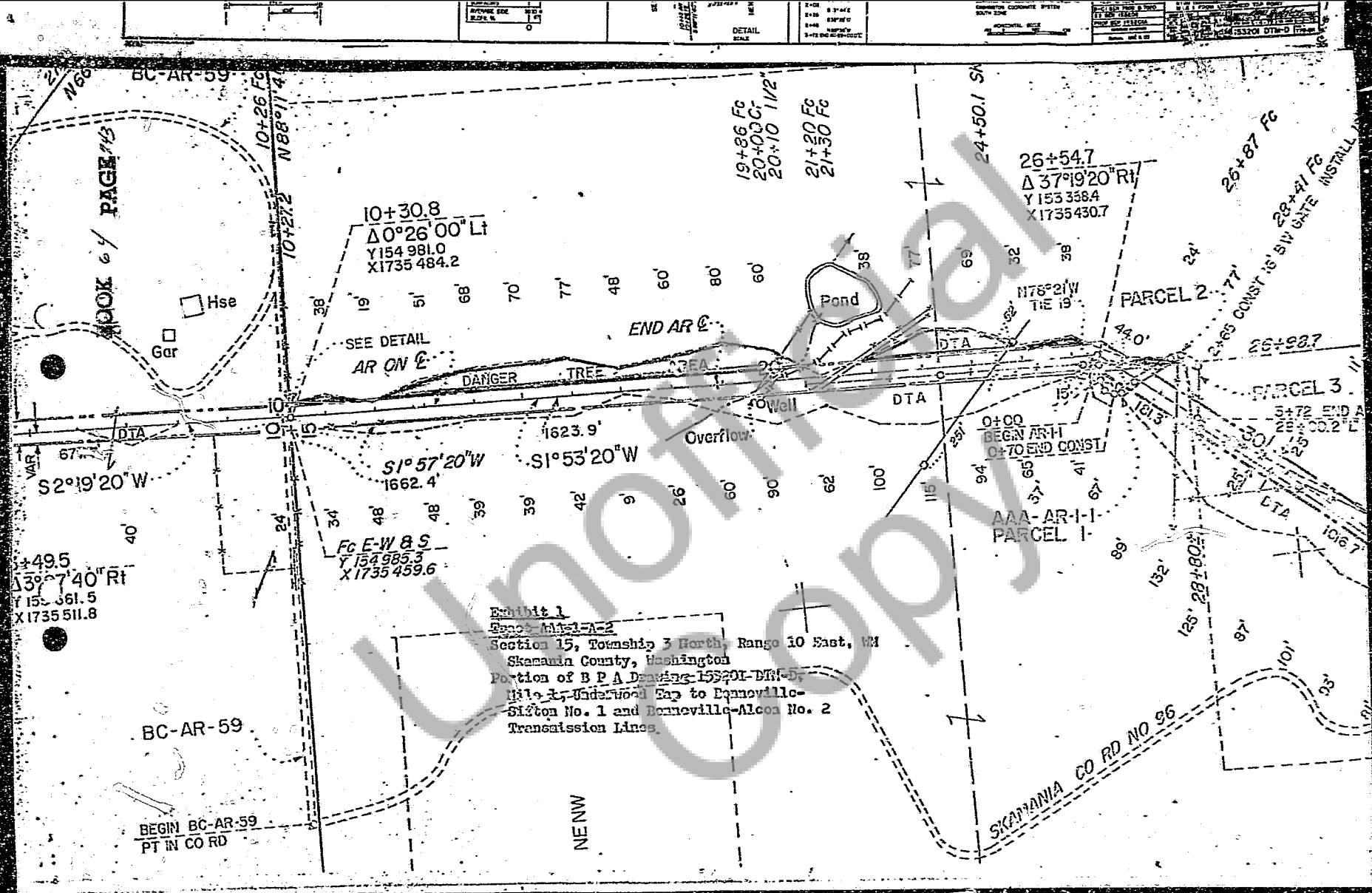


Exhibit 1
Parcel Map A-2
Section 15, Township 3 North, Range 10 East, WM
Skamania County, Washington
Portion of B P A Dealing 156401-DTM-5,
Hile & Underwood Map to Eganville-
Sifton No. 1 and Bonneville-Alcoa No. 2
Transmission Lines.

33742

