

Tract Nos. UNLW2-SS, P. 1; UNLW2-SS
P. 2; and AAA-1-A-6

WARRANTY DEED,
AND
TRANSMISSION LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND FOUR HUNDRED DOLLARS (\$6,400.00), in hand paid, receipt of which is hereby acknowledged, PAUL NEWELL and MAYDELL U. NEWELL, husband and wife, have granted, bargained, and sold, and by these presents do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, the parcels of land in the County of Skamania, in the State of Washington, described in Exhibit "A" attached hereto and by this reference made a part hereof.

The Grantors reserve to themselves, their heirs and assigns, the right to use the entrance road, the parking area, and an easement extending in a northeasterly direction to a farm gate in the east boundary of the substation site for access to Grantor's adjoining land for farm purposes, said reserved access road and parking lot being shown in red color on Exhibit "B" attached hereto and by this reference made a part hereof.

Grantors also do hereby grant, bargain, sell and convey unto 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 of electric power transmission structures and appurtenant ~~right~~ lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary thereto, in, over, ~~and~~ across the parcel of land described in Exhibit "C" attached hereto and by this reference made a part hereof.

The rights granted herein include 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 right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantors adjacent to the above-described right-of-way, which could fall within 18 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 as outlined in green on Exhibit "D" attached hereto and made a part hereof, and contiguous to said right-of-way that are danger trees on July 20, 1972 (hereinafter called "present 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 three 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.

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 Grantors, their 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 Grantors.

For the purpose of preserving the natural appearance of the right-of-way, it is agreed by the Grantors 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 also include the right to construct and maintain guys and anchors beyond the outside limits of the right-of-way at survey station 51+17.4 Bk = 11+20.0 Ah.

TO HAVE AND TO HOLD said parcels of land and said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantors covenant 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 20, 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 Grantors as full compensation for all damages incidental to the exercise of the rights granted hereunder, 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 Grantors also covenant to and with the UNITED STATES OF AMERICA that Grantors are lawfully seized and possessed of the lands aforesaid; have 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 Grantors will forever warrant and defend the title thereto and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 19th day of December, 1972.

No. 1713
TRANSACTION EXCISE TAX

DEC 19 1972
Amount Paid None
Richard C. Newell
Skamania County Treasurer
By _____

Paul Newell
Paul Newell

Maybell C. Newell
Maybell C. Newell

STATE OF Washington }
COUNTY OF Skamania } ss:

On the 19th day of December, 1972, personally came before me, a notary public in and for said County and State, the within-named PAUL NEWELL and MAYBELL C. NEWELL, 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.



D. Pochman
Notary Public in and for the
State of Washington
Residing at Vancouver
My commission expires: 5/31/1973

UNDW2-SS-P. 1

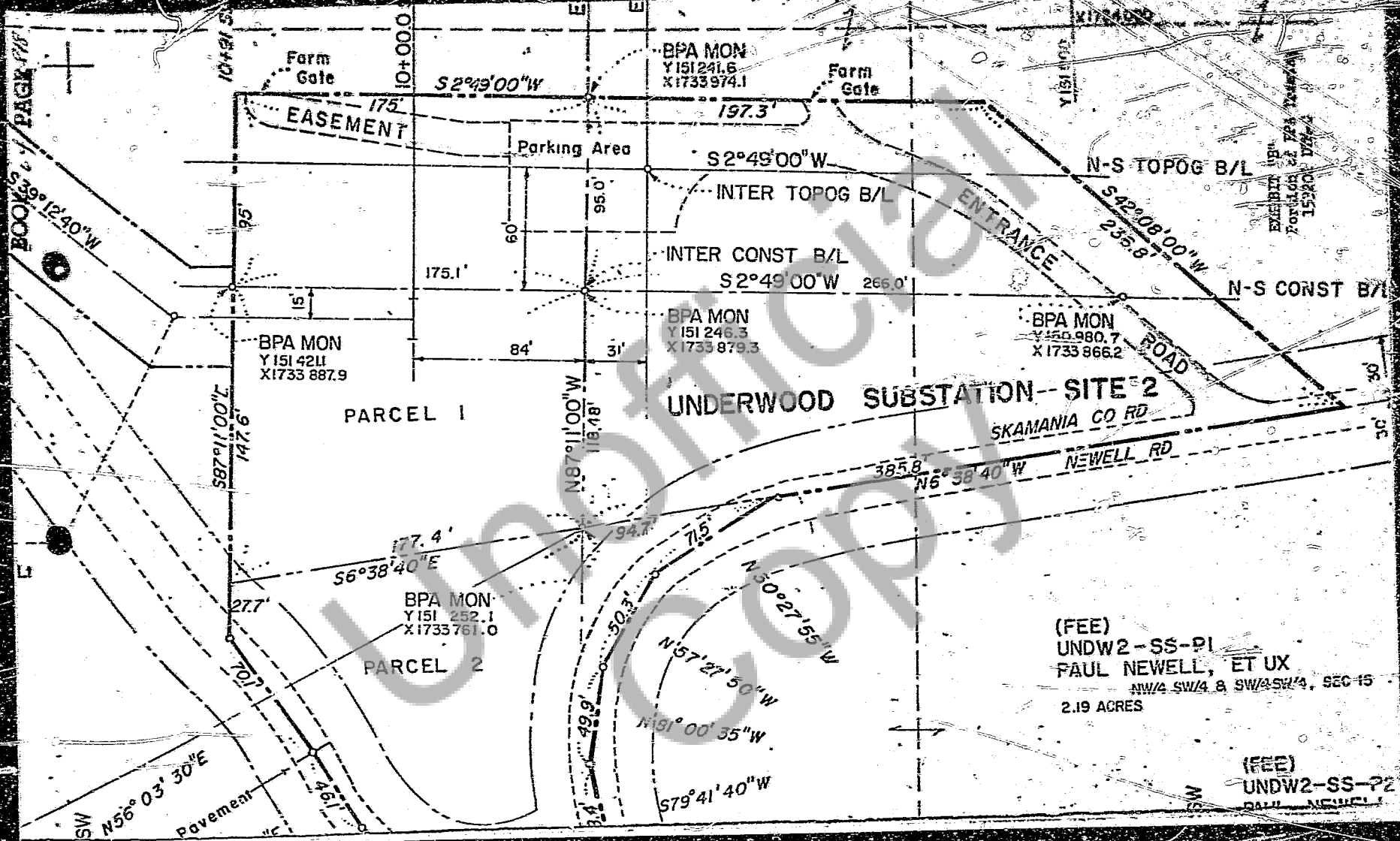
A parcel of land in the W³S⁴ of sec. 15, T. 3 N., R. 10 E., W.M., Skamania County, Washington, described, with reference to the Washington Coordinate System, South Zone, as follows:

Beginning at a Bonneville Power Administration monument which is S. 41° 09' 50" E., 1,565.4 feet from the west quarter corner of section 15. This corner is evidenced by a 2-inch iron pipe. Thence N. 6° 38' 40" W., 177.4 feet; thence S. 87° 11' 00" E., 242.6 feet; thence S. 2° 49' 00" W., 372.3 feet; thence S. 42° 08' 00" W., 236.1 feet to the center of Newell Road; thence N. 6° 38' 40" W., 385.8 feet to the point of beginning.

UNDW2-SS-P. 2

A parcel of land in the NW¹SW⁴ of sec. 15, T. 3 N., R. 10 E., W.M., Skamania County, Washington, described with bearings referred to the Washington Coordinate System--South Zone, as follows:

Beginning in the west line of the Underwood Substation Site 2, Parcel 1, at a BPA Monument that is S. 41° 09' 50" E., 1,565.4 feet from the west quarter corner of section 15. This corner is evidenced by a 2-inch iron pipe. Thence S. 6° 38' 40" E., 94.7 feet to the center of a Skamania County road (Newell Road). Thence along the center of said road N. 30° 27' 55" W., 71.5 feet. Thence N. 57° 27' 50" W., 50.3 feet. Thence N. 81° 00' 35" W., 49.9 feet. Thence S. 79° 41' 40" W., 48.4 feet to the intersection of the center line of Skamania County Road No. 96. Thence along the center line of County Road No. 96 N. 14° 14' 40" W., 42.2 feet. Thence N. 0° 51' 20" E., 45.0 feet. Thence N. 41° 19' 50" E., 44.3 feet. Thence N. 56° 23' 30" E., 46.1 feet. Thence N. 56° 03' 30" E., 70.1 feet. Thence leaving the center line of the road S. 87° 11' 00" E., 27.7 feet to the northwest corner of the Underwood Substation Site 2, Parcel 1. Thence S. 6° 38' 40" E., 177.4 feet to the point of beginning.



AAA-6

A right-of-way 50 feet wide over and across the S½NE½SW¼ and the NW¼SW¼ of sec. 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 northwesterly and 25 feet southeasterly 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 line. The survey line is described, with reference to the Washington Coordinate System, North Zone, as follows:

Beginning on the north line of the NE½SW¼ of sec. 15, T. 3 N., R. 10 E., W.M., at survey station 38+96.7, which is S. 88° 59' 00" E., 1,915.7 feet from the west quarter corner of section 15. This corner is evidenced by a ½-inch iron pipe; thence S. 39° 12' 40" W., 1,220.7 feet to station 51+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° 58' 30" E., 1,582.4 feet from the west quarter corner of section 15. This corner is evidenced by a ½-inch iron pipe.

AAA-6

PMT-TC

AR-1

6°33'W

7°22'W



100

EXHIBIT "D"
Tract AAA-1-A-6
Portion of DPA Drawing
No. 1532