

76049

Tract No. AAA-1-A-3;
AAA-1-AR-1, Parcel 1

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTOR, herein so styled whether one or more, MERLIN G. FINK and DONA R. FINK, also
Dona R. Fink, husband and wife,

for and in consideration of the sum of --SEVEN HUNDRED--
Dollars (\$700.00),

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:

As described in exhibit A attached hereto and by this reference made a part hereof.

Access Road No. AAA-1-AR-1, P. 1 may be used for access to and from the Bonneville
Power Administration's Underwood Tap to Bonneville-Sifton No. 1 transmission line and
any existing or future transmission lines which have been or may be constructed adjacent
or nearly adjacent thereto.

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 standard clearing contracts of
the United States of America. The United States of America agrees that any such
accumulations resulting from its entry upon the right-of-way for construction or main-
tenance purposes will be removed or disposed of by the United States of America or
its contractor.



and future
Together with the present ~~right~~ 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~~ 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~~ ^{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 ~~shown colored in green on Drawing No. 153201 attached hereto and by this reference made a part hereof~~

~~continuous~~ contiguous to said right of way that (a) are danger trees on July 13, 1972 (hereinafter called "present danger trees"), ~~and additional 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 ~~50 feet in width~~ 50 feet in width ~~to be located on, over, and across the land of the Grantor in the SE 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, ^{use} 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

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 16 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 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 _____ day of _____, 19____
Merlin G. Fink
Merlin G. Fink

Donna R. Fink
Donna R. Fink

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

STATE OF Washington)
COUNTY OF Clark) ss:

On the 26th day of February, 1973, personally came before me, a Notary Public in and for said County and State, the within-named MERVIN G. FINK and DONA M. 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.

(SEAL)

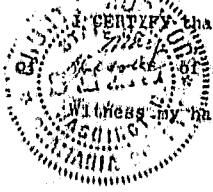
Germaine M. Turner
Notary Public in and for the
State of Washington
Residing at VANCOUVER

My commission expires: May 15, 1975



Unofficial Copy

STATE OF Idaho)
COUNTY OF Blaine) ss:



I CERTIFY that the within instrument was received for the record on the 2 day of March, 1973, at 10:10 AM., and recorded in book 45 on page 10, records of said County.

Witness my hand and seal of County affixed.

By E. M. [Signature]
Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
DONNEVILLE POWER ADMINISTRATION
P.O. BOX 16, 3621
PORTLAND, OREGON 97208

AAA-1-A-3

A right-of-way 50 feet wide over and across a part of the SE $\frac{1}{4}$ of Section 15, T. 3 N., R. 10 E., W.M., Skamania County, Washington, described in Book 44, Page 76, in the Records of Skamania County, Washington. The 50-foot right-of-way boundaries 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 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. $88^{\circ}11'40''$ W., 2575.1 feet from the northeast corner of section 15 monumented with a brass cap in concrete monument. Thence S. $2^{\circ}19'20''$ W., 3.6 feet to station 10+30.8; thence S. $1^{\circ}53'20''$ W., 1623.9 feet to station 26+54.7; thence S. $39^{\circ}12'40''$ W., 1242.0 feet to the south line of the NW $\frac{1}{4}$ of section 15 at survey station 38+96.7 which is S. $88^{\circ}59'00''$ E., 1915.7 feet from the west $\frac{1}{2}$ corner of section 15. This corner is evidenced by a $\frac{1}{2}$ -inch iron pipe.

AAA-1-A-3

EXHIBIT A

BOOK 45 PAGE 11

