

78051

Tract No: Ha-O-713;-715; and
Ha-O-AR-151-1

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTOR, herein so styled whether one or more, WESLEY J. ZIEGLER and DARRELA J.

ZIEGLER, husband and wife;

for and in consideration of the sum of - TWENTY-FIVE THOUSAND FIVE HUNDRED NINETY - - - - -
Dollars (\$25,590.00),

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 not more than three 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 shown on Exhibit "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 Grantee or its contractor. Where payment
is made, the amount of damages will be determined by an appraisal made by the Grantee.

The Grantee 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.
The Grantee 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 Grantee or its contractor.

Access Road No. Ha-O-AR-151-1 may be used for ingress and egress to and from
the Bonneville Power Administration's Hanford-Ostrander No. 1 transmission line 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 35 feet of ~~the electric transmission facilities hereinbefore described; provided,~~ ^{any conductor} however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land ~~located adjacent to the electric transmission facilities hereinbefore described.~~

as shown outlined in green on BPA drawings, serial Nos. 150450 DIM-D and 150451 DIM-D, attached hereto as Exhibits "B" and "C", and by this reference made a part hereof;

~~located~~ and contiguous to said right of way that (a) are danger trees on August 18, 1970

(hereinafter called "present danger trees"), ~~located adjacent to the electric transmission facilities hereinbefore described.~~ 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 fifty (50) feet in width with such additional widths as are necessary to provide for cuts, fills, and turn-outs and for curves at angle points on, over, and across the land of the Grantor in the E 1/4, S 1/4, and the SW 1/4 of Section 15, Township 2 North, Range 7 East, Willamette Meridian, 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, ¹⁹⁸ 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 ¹⁹⁸ green on drawing Serial No. 150451 DIM-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, ~~and~~ or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, ~~and~~ 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 August 18, 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 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 all 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 11th day of Jan. 1974

Wesley J. Ziegler

Darrela J. Ziegler

Ha-0-713 and Ha-0-715

Exhibit "A"

A right of way over and across the following-described tract of land:

"Commencing at the corner common to Sections 15, 16, 21 and 22, Township 2 North, Range 7 East, Willamette Meridian; thence North along West line of Section 15 to 1/4 corner between Sections 15 and 16; thence East along center line running East and West through said Section 15 to a point 660 feet West of center of said Section 15; thence South 1020 feet; thence S. 45° E. 282 feet more or less to a point 1220 feet South of centerline running East and West through said Section 15; thence East 1601 feet to a point 660 feet East of centerline running North and South through said Section 15; thence South 1460 feet to intersection with South line said Section 15; thence West 960 feet along South line said Section 15 to 1/4 corner common to said Sections 15 and 22; thence North 194 feet; thence West 1560 feet; thence South 432.8 feet to northeast corner of tract to Ida F. Benson, November 7, 1933 in "X" 578 (1/); thence West 360 feet more or less to intersection with East line of tract to W. H. Hilliard April 13, 1926 in "Y" 123 (2/); thence North 338.8 feet to northeast corner of said Hilliard tract; thence West 500 feet; thence South along West line of said Hilliard tract to a point 225 feet North of northeast corner of Bandar's Addition (3/), according to plat; thence northwesterly to northwest corner said Section 22, said point being point of beginning.

Also beginning at the 1/4 corner common to Sections 15 and 22, Township 2 North, Range 7 East, Willamette Meridian; thence South 660 feet; thence West 660 feet; thence South 540 feet more or less to northerly right of way line of State Highway No. 8 (Evergreen); thence in Easterly and Northerly direction, following northerly line of said Highway to intersection with westerly line of tract to Charles Ostergran, May 18, 1942 in V29099 (4/); thence North 684 feet more or less to intersection with North line of said Section 22; thence West 960 feet more or less to point of beginning." The above property is situated in Skamania County, Washington.

The boundaries of the 150-foot right of way from station 1003+69.4 to station 1052+81.3 are located 75 feet on each side of and parallel with the survey line of the Bonneville Power Administration Hanford-Ostrander No. 1 transmission line. The boundaries of the 400-foot right of way from station 1052+81.3 to station 1083+81.4 are located 100 feet easterly from and 300 feet westerly from and parallel with the said survey line of the Hanford-Ostrander No. 1 transmission line. The survey line is described as follows:

Beginning in the north line of section 15 at survey station 1003+69.4 which is S88°39'40"E, 776.1 feet from the southwest corner of section 10, said T. & R. This corner is evidenced by an I.P. Thence S16°42'00"E, 5647.7 feet to station 1060+17.1 in Lot 3 of section 22, said T. & R., in Skamania County, Washington which is S32°39'20"E, 296.0 feet from the north quarter corner of section 22.

This corner is evidenced by a brass cap. Thence S42°07'40"E, 1404.9 feet to station 1075+02 in the boundary line common to the states of Washington and Oregon. Thence S42°09'10"E, 679.4 feet to station 1083+81.4 in Lot 1 of section 22, said T. & R., in Multnomah County, Oregon which is S57°52'50"W, 301.6 feet from a concrete monument in the boundary line common to Hood River County and Multnomah County, Oregon located 220 feet south of the northeast corner of section 22, Multnomah County, Oregon.

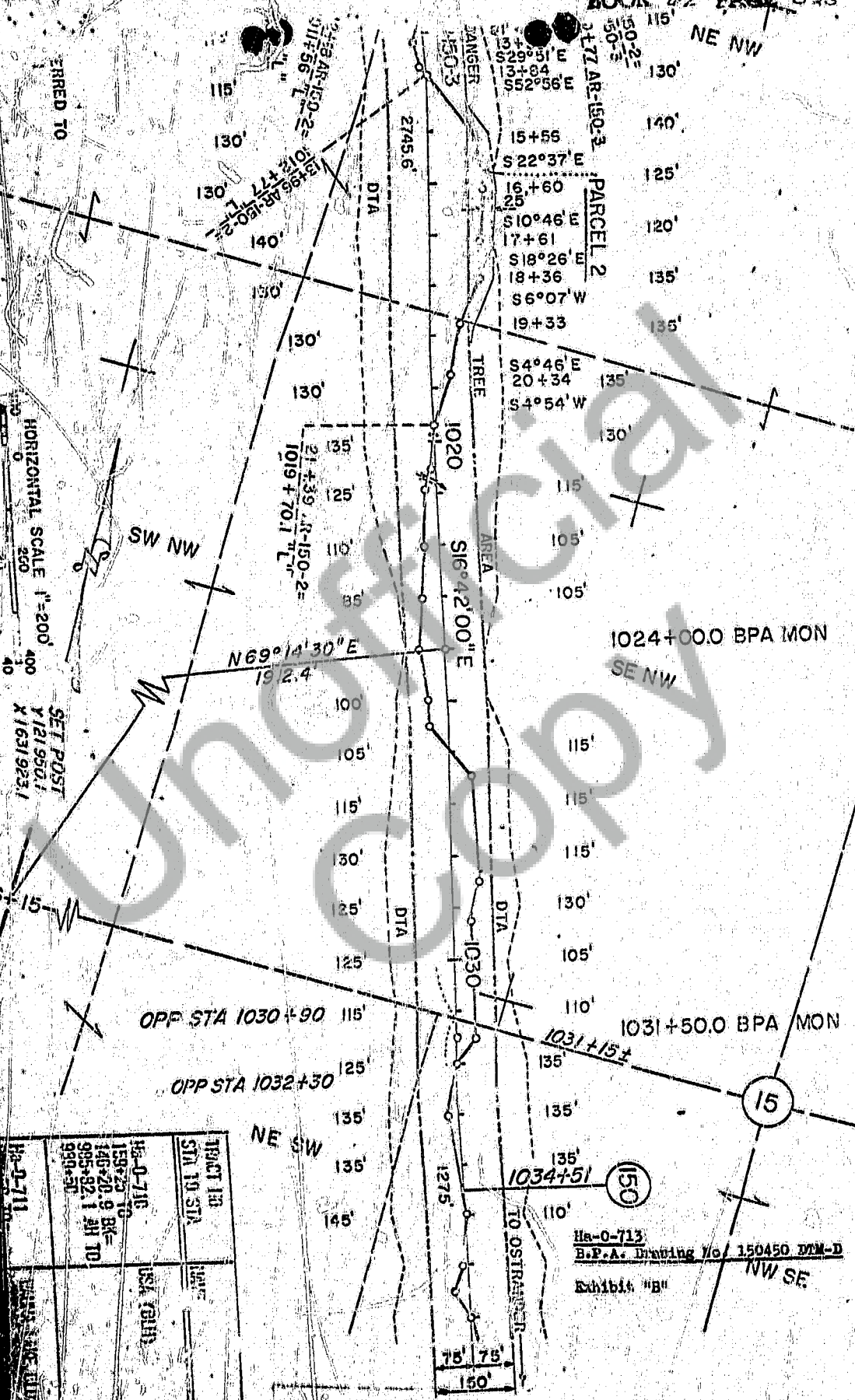
The bearings of the survey line refer to the Washington Coordinate System-South Zone and the Oregon Coordinate System-North Zone. The survey is shown on BPA Mile Maps 150450 DTM-D and 150451 DTM-D.

NE NW

ENTERED TO

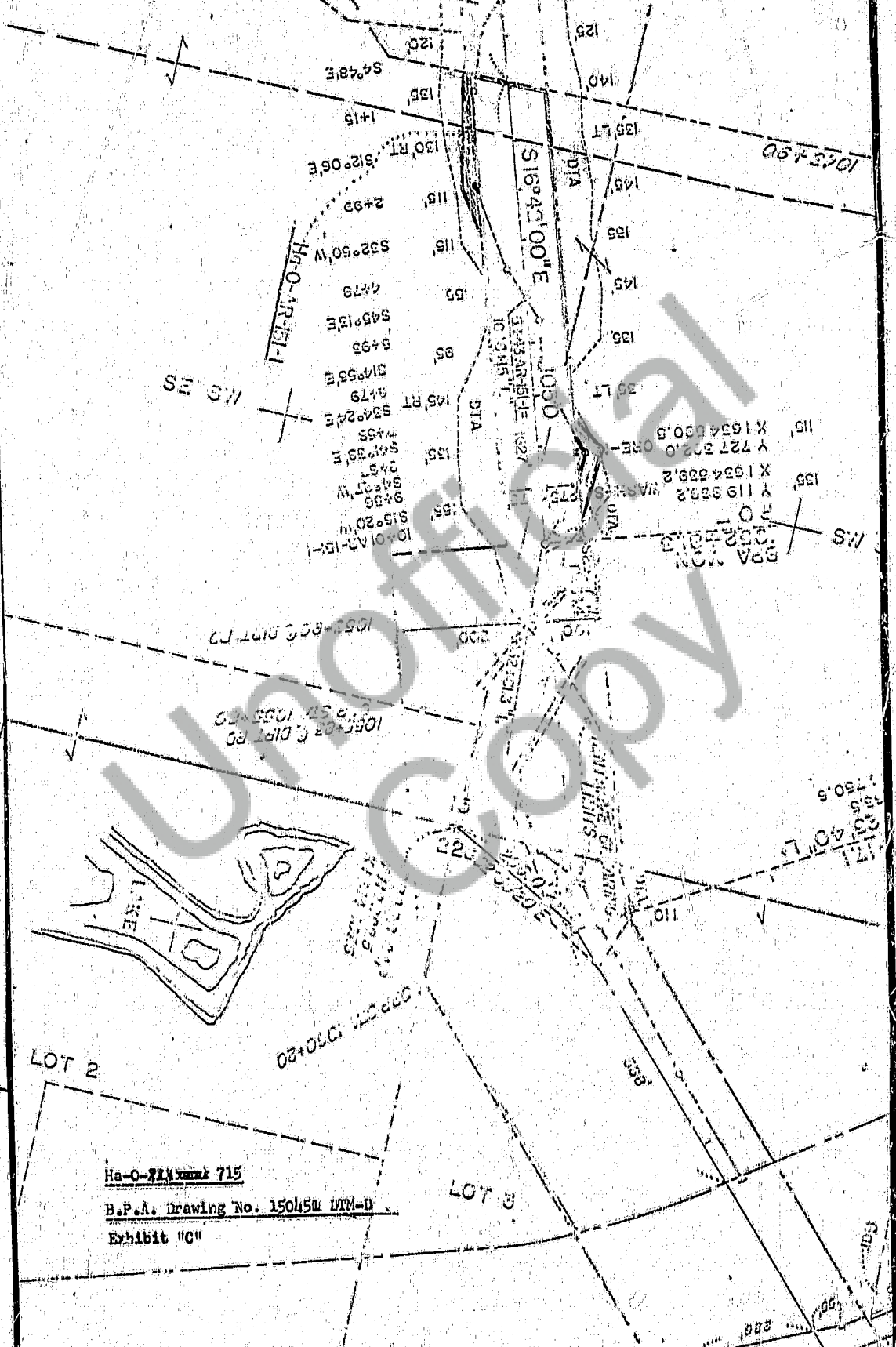
HORIZONTAL SCALE 1"=200'
 0 100 200 400
 SET POST
 Y 121950.1
 X 1631923.1

TRACT 1A	TRACT 1B
STA 19.31A	150-0-716
	159-23.10
	146-20.9 BK-
	985-92.1 AN TO
	990-30
TRACT 1C	TRACT 1D
150-0-711	150-0-712



Ha-0-713
 B.P.A. Drawing No. 150450 DTM-D
 Exhibit "B"

1042+26.0 22A MON



Ha-O-711 715

B.P.A. Drawing No. 15045A UTM-D

Exhibit "C"

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

STATE OF Wash.)
COUNTY OF CLALLAM) ss:

On the 11 day of Jan., 1971, personally came before me, a notary public in and for said County and State, the within-named **WESLEY J. ZINGLER and DARRITA J. ZINGLER, 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.



[Signature]
Notary Public in and for the
State of Washington
Residing at Everett

My commission expires:

12/31/73

73051

STATE OF Wash.)
COUNTY OF Thamson) ss:

I CERTIFY that the within instrument was received for the record on the 15 day of Jan., 1971, at 9:11 M., and recorded in book 62 on page 572 records of Clallam of said County.

Witness my hand and seal of County affixed.

REGISTERED E
INDEXED: DIR. E
INDIRECT: E
RECORDED:
COMPILED
MAILED rls 12-10-70



By [Signature]
Deputy.

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX 84 3621
PORTLAND, OREGON 97208

