72657

MOOR 62 PAGE 18 | Tract No. Ha-0-716 TRANSMISSION LINE EASLMENT

The GRANION, herein so styled whether one or more, ROBERT J. HOLCOMB and MARIE P. HELCOMB,

the soul in consideration of the sum of - CNE THOUSAND SEVEN HUNDRED THIRTY
** Dollars (\$ 1,730.00),
in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby trants,
burgains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and eight
to enter and erect, maintain, repair, rebuild, operate, and patrol / line(s) of electric power transmission
attuctures and appurtenent signal lines, including & right to erect such poles, transmission structures, wires,
cables, and appurtenances 23 are necessary thereto, in, over, upon, und across the following-described parcel of
land in the County of Shamania , in the State of Washington , to-wit:

 $\Lambda_{\rm S}$ shown on Exhibit "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. 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.
- 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 use for the accumulation or dumping of litter, trash or other foreign material. 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;



BOOK 62 PAGE 182

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.

TO HAVE AND TO HOLD said canement 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 August 5, 1970 , shall vest in the UNITED STATES OF AMERICA on said date; and that the consideration stated herein is accepted by the Grantor as full compensation for all damage's incidental to the exercise of the rights granted hereands.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands afforesaid; 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 January	conflice , 1970
	Robert Holeande
	Robert J. Holdomb
111,	Marie P. Holtomb

(Standard form of acknowledgment abbroved for use with all conveyances in Hazhington and Oragen)

BOOK 62 PAGE

STATE OF COUNTY OF A Kommuce

On the I day perfection det; 1970, personally came before me, a notary public in and for said County and Skate, the within-named ROBERT J. HOLCOMB and MARIE P. EMACAB,

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 their free and voluntary act and deed, for the uses and purposes therein ů.S mentioned.

GIVEN under my hand and official seal the day and year last above written. Accommonwell by the second

SEAL)

1

16624 Hotary Public linking State of LL Residing at

My commission expires: 8-19-72-

STATE OF LUMBE. COUNTY OF Campaint of

I rearify that the within instrument was received for the record on the law day of , 1970, at 11:30 FM., and recorded in book 62 on page 181 , records - well other of said County. aloma Q

Witness my hand and seal of County affixed.

Hungar

Deputy.

After recording, please return to: К.,,,

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

EPA 177A

dju 9-14-70

EXHIBIT MAN

Ha-0-716

That portion of the following-described tract of land which is located masterly of a line which is 300 feet West rly from and parallel with the survey line of the Fonneville Fower Administration Hanford-Ostrande, No. 1 transmission line:

"Beginning at \(\frac{1}{2} \) somer on N. line of Bec. 22, being NE corner of Lot \(\frac{1}{2} \); the S.652, W. 660' S. 5\(\frac{1}{2} \)0' to N. boundary of State Highway R/W; W. 1\(\frac{1}{2} \) a point \(\frac{1}{2} \)0' W. of northwest corner of Lot 2; No. 1\(\frac{1}{2} \) a point \(\frac{1}{2} \)0' W. of northwest corner of Lot 2; East along North line of Section 22, 1360 foet to northeast corner of Lot 2 to point of beginning containing 30 acres. Beginning at \(\frac{1}{2} \) corner between Sections 15 and 22, thence North 9\(\frac{1}{2} \) feet, West 1\(\frac{1}{2} \)0 feet, South to State Highway No. 8; East to a point \(\frac{1}{2} \)0 feet West of Lot 2; North to Section 1\(\frac{1}{2} \)0, containing 6 acres. Beginning 9\(\frac{1}{2} \)0 feet North of \(\frac{1}{2} \) corner on North 1\(\frac{1}{2} \)0 feet, West 1560 feet, South to a point \(\frac{1}{2} \)0 feet, North to a point \(\frac{1}{2} \)0 feet West of beginning; East 100 feet; North to a point \(\frac{1}{2} \)0 feet West of beginning;

The above property is situated in Skamania County, Washington.

The survey line for Hamford-Ostrander No. 1 transmission line is described as follows:

Beginning in the North line of Section 15 at salvey station 1003+69.4 which is S88°39'40°E, 776.1 feet from the Southwest corner of Section 10, said Township and Range. This corner is swidenced by an I.P. Thence S16°42'00°E, 5647.7 feet to station 1060+17.1 in Lot 3 of Section 22 in Skamania County, Washington which is S52°39'20°E, 296.0 feet from the North quarter corner of Section 22. This corner is swidenced by a brass cap. Thence S42°07'40°E, 1484.9 feet to station 1075+02 in the boundary line common to the States of Washington and Oregon. Thence S42°09'10°E, 579.4 feet to station 1083+81.4 in Lot 1 of Section 22, said Township and Range in Multnomah County, Oregon which is S57°52'50°N, 301.6 feet from a concret; mornment 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 PPA Mile Maps 150450 DYM-D and 150451 DYM-D.

Ha-0-/16