

Tract No. Ha-O-675

## TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, GARY HEGEWALD, who acquired title as Gary B. Hegewald, and JUDITH A. HEGEWALD, husband and wife;

for and in consideration of the sum of - ELEVEN THOUSAND SEVEN HUNDRED - - - - -

Dollars (\$ 11,700.00),

which said sum is paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grant, bargain, sell 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 of electric power transmission structure 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:

That portion of a strip of land 150 feet in width which lies within the following:

The E $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$  and the W $\frac{1}{2}$ SE $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$  of Section 26, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington.

The boundaries of said strip of land lie 75 feet on each side of and parallel with the survey line of the Bonneville Power Administration's Hanford-Ostrander No. 1 transmission line, said survey line is described as follows:

Beginning at survey station 7655+15.0 in the east line of Section 23, said Township and Range, at a point which is N1 $\frac{1}{2}$ 47'00"E, 726.7 feet from the southeast corner of said Section 23; thence S65 $\frac{1}{2}$ 01'50"W, 4577.7 feet to survey station 7680+92.7; thence S3 $\frac{1}{2}$ 45'30"E, 4892.0 feet to survey station 7729+84.7 in the south line of said Section 26 at a point which is S89 $\frac{1}{2}$ 04'10"E, 710.6 feet from the south quarter corner of said Section 26.

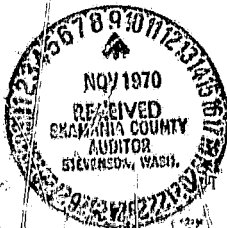
The bearings of said survey line refer to the Washington Coordinate System-South Zone.

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.

It is understood and agreed that the above stated consideration includes an amount for any damage that may occur to the spring at approximate survey station 7724+60.



Together with the present and future right to clear said right of way and keep the same clear of brush, trees, 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 Grantor adjacent to the above-described right of way, which could fall within 35 feet of the center line of the electric transmission facilities herein-before 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 BPA Drawing, Serial Number 150446 DTM-D, attached hereto and by this reference made a part hereof;~~

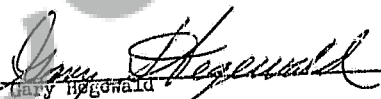
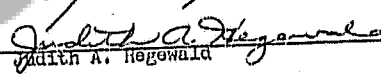
~~and~~ and contiguous to said right of way that (a) are danger trees on August 11, 1970, (hereinafter called "present danger trees") ~~and~~ ~~the right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within 3 years after 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.~~

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 right of way on August 11, 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 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 2nd day of November, 1970

  
\_\_\_\_\_  
Gary Hegewald  
  
\_\_\_\_\_  
Judith A. Hegewald

7710+50.0 BPA MON  
15'x15' WATER HOLE  
7711+50 BURIED WATER LINE

BOOK 62 PAGE 343  
A.M. 1.2.16

7713+60 Fc  
OPP STA 7714+15

7715+43 Fc  
OPP STA 7716+70

7719+14 Cr

7721+00.0 BPA MON

7721+92 C PVT RD

7723+25 ±

10'x10' WATER HOLE

7726+87 1/2" WATER LINE

7729+84.7  
7729+25.3 SKAMANIA CO  
12" 21" PVT LINE 6" JUM  
OF THE NORTHWEST 1/4 TL

BPA MON  
7733+45.9  
Δ 6°13' 20" Rt  
Y 139 734.5  
X 1640 666.5

SKAMANIA CO RD NO2062  
(MYERS RD)

SKAMANIA CO RD NO2071  
(VALLEY RD)

BR 155 CAP  
Y 1414661  
X 1639 932.9

NOTE  
BEARINGS AND COORDINATE  
WASHINGTON COORDINATE  
SOUTH ZONE

Ha-0-575

B.P.A. Drawing 150446 DTM-D-15

NW NE

135'

DTA

7730

361.2'

Inst 26" X 34" C.H.

710.6'

To Dead End

House

Garage

House

5122493E

533837E

557007E

52437E

51096W

58803W

54726W

53027W

55630W

4410462E

4410462E

4410462E

4410462E

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