

72509

Tract Nos; Ha-0-666 and Ha-0-668

## TRANSMISSION LINE EASEMENT

The GRANTOR, herein styled whether one or more, SYLVIA E. RISJORD, widow, as to an undivided one-half interest; AUSTIN SAMUEL RISJORD, as his separate estate, and MAUREEN G. RISJORD, his wife, as to an undivided one-quarter interest; ALICE E. HAHN, as her separate estate, and JAMES H. HAHN, her husband, as to an undivided one-quarter interest; for and in consideration of the sum of - THREE THOUSAND THREE HUNDRED SIXTY - - - - - Dollars (\$ 3,360.00 ),

has been 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 structures 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:

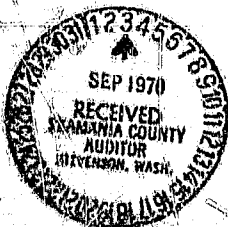
A strip of land 12.5 feet in width through the NW 1/4 of Section 24, and the SE 1/4 of Section 23, all in Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington. Said strip of land lies on the northerly side of, runs parallel with and adjoins the existing 60-foot wide right of way of Bonneville Power Administration's McNary-Ross transmission line, recorded in Book 37, page 321, of the Deed Records of Skamania County, Washington, on November 27, 1953, under Auditor's File No. 46270.

The rights to be acquired by the United States of America shall include necessary access to and from the Hanford-Ostrander No. 1 transmission line and any present or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

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 grantee or its contractor. Where payment is made, the amount of damages will be determined by an appraisal made by the grantee.
2. 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.
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 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.

As part of the consideration for this grant it is agreed that the foregoing provisions numbered 1, 2 and 3, shall also apply to the previously existing right of way on grantor's property described in the easement dated October 20, 1953, and recorded November 27, 1953.

The United States of America shall furnish and install a 16-foot pipe frame gate at approximate survey station 7670+67 Fc.



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 any conductor 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 shown on BPA Drawings Nos. 150444 DTM-D and 150445 DTM-D, attached hereto and by this reference made a part hereof,

and contiguous to said right of way that (a) are danger trees on July 23, 1970, (hereinafter called "present danger trees") and (b) are danger trees (hereinafter called "additional danger trees") located 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 July 23, 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 21st day of August, 1970

Sylvia E. Risjord  
Sylvia E. Risjord

Austin Samuel Risjord  
Austin Samuel Risjord

Madison G. Risjord  
Madison G. Risjord

Alice E. Hahn  
Alice E. Hahn

James H. Hahn  
James H. Hahn

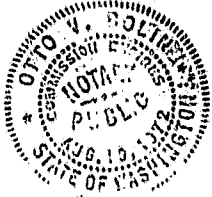
(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Washington  
COUNTY OF Thompson ss:

On the 24th day of August, 1970, personally came before me, a notary public in and for said County and State, the within-named SYLVIA E. RISJORD, a widow;

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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)

Otto V. Bolten

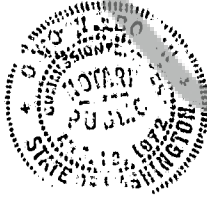
Notary Public in and for the  
State of Washington  
Residing at Cheney

My commission expires: 8-19-72

STATE OF Washington  
COUNTY OF Clark } ss:

On the 21st day of August, 1970, personally came before me, a notary public in and for said County and State, the within-named AUSTIN SAMUEL RISJORD and MAUREEN G. RISJORD, 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)

Otto V. Bolten

Notary Public in and for the  
State of Washington  
Residing at Cheney

My commission expires: 8-19-72



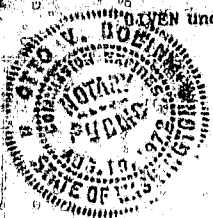
(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF Washington ) ss:COUNTY OF Clark

On the 21st day of August, 1970, personally came before me, a notary public in and for said County and State, the within-named ALICE E. HAHN and JAMES H. HAHN, wife and husband;

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)

Otto V. Robinson  
Notary Public in and for the  
State of Washington  
Residing at Everett

My commission expires: 8-19-72

STATE OF Washington ) ss:  
COUNTY OF Skamania

I CERTIFY that the within instrument was received for the record on the 3 day of Sept, 1970, at 10:45 A.M., and recorded in book 62 on page 47, records of said County.

GIVEN under my hand and seal of County affixed.



By

E. Meagher

Deputy.

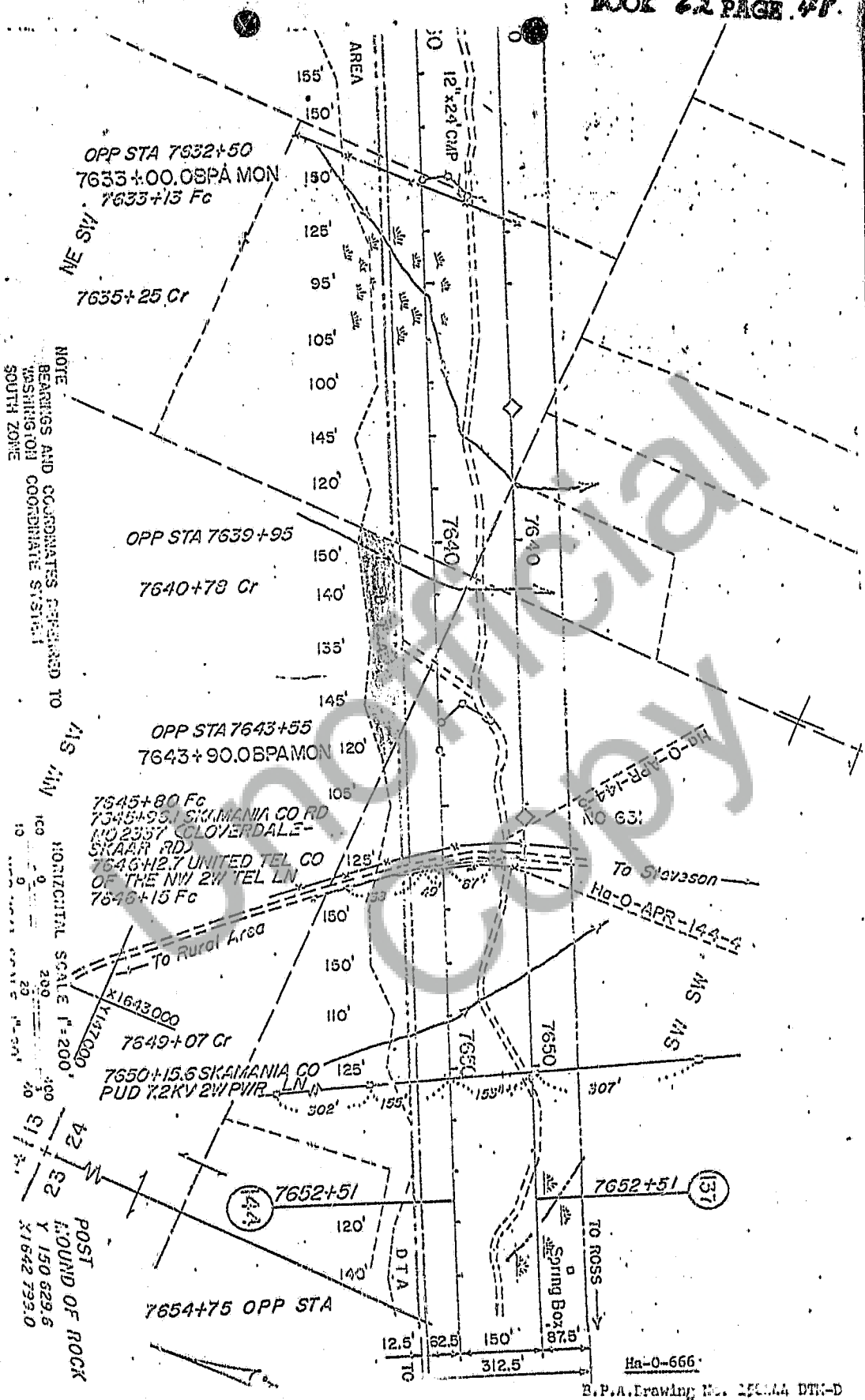
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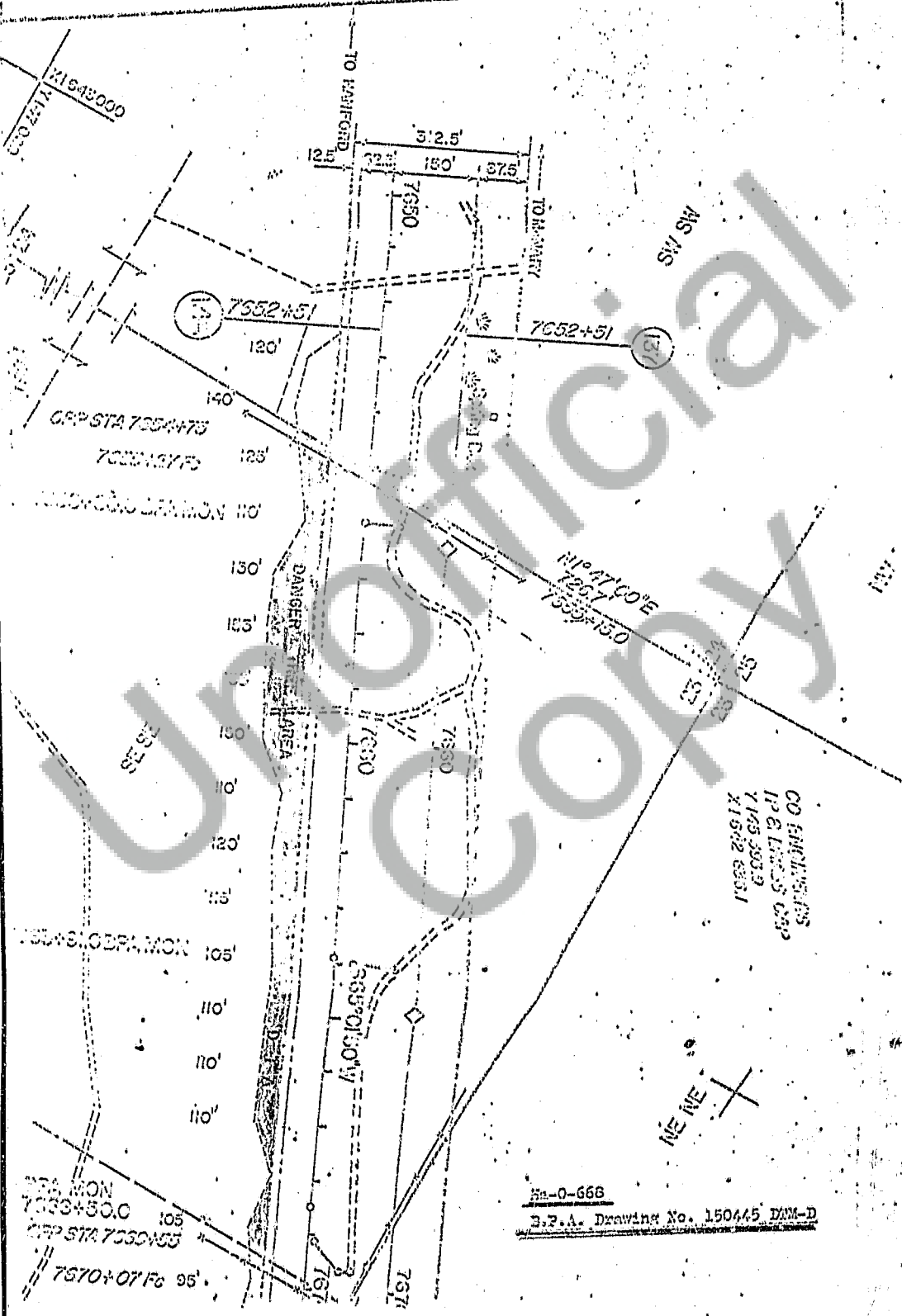
File 8-12-70

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

Internal - EONNEVILLE TOWER ADMINISTRATION, PORTLAND, OREGON

BPA 177A  
Mar, 1968





En-0-666  
B.P.A. Drawing No. 150445 DAM-D