

76108

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, STATE OF WASHINGTON, DEPARTMENT OF  
GAMES,

for and in consideration of the sum of - TWO HUNDRED FIFTY - - - - - Dollars (\$ 250.00 ),

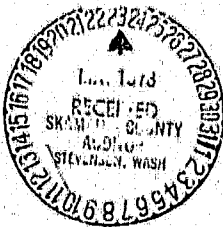
in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants,  
bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right  
to enter and erect, maintain, repair, rebuild, operate, and patrol one ~~XXXXXX~~ electric power transmission  
line  
~~XX~~  
~~XX~~  
over, ~~XXXX~~, and across the following-described parcel of  
land in the County of Skamania , in the State of Washington , to-wit:

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 construc-  
tion, 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, its 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, shrub, 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 United States of  
America's standard clearing contracts. The United States of America agrees that  
any such accumulations resulting from its entry upon the right-of-way for construc-  
tion or maintenance purposes will be removed or disposed of by the United States  
of America or its contractor;



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 or trees.

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 the date hereof 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 damages incidental to the exercise of the rights granted hereunder.

The Grantee 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 20 day of

*April*

1973.

STATE OF WASHINGTON, DEPARTMENT OF GAME

By

Director of Game

(Corporate Form)

STATE OF }  
COUNTY OF } ss:

On this      day of      , 19      , before me personally appeared      and      to me known to be the      of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

(SEAL)

Notary Public in and for the  
State of  
Residing at

My commission expires:

STATE OF WASHINGTON }  
County of Thurston } ss

On this day personally appeared before me Carl N. Crouse, to me known to be the Director of Game of the State of Washington and the person who executed the foregoing instrument on behalf of the State of Washington, and who acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 20 day of April, 19 73.

(SEAL)

Wm. H. Helmsman  
Notary Public in and for the State of  
Washington  
Residing at Olympia

My commission expires: May 23, 1976

The within instrument was recorded on the      23      day of      May      , 19 73 ,  
at 9:40 A. M., in Deed File No. 76108  
Vol. 65 P. 251-4 records of Skamania County, Washington (State).

By H. P. Todd  
L. Patrick Deputy.



BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3621  
PORTLAND, OREGON 97208

1015-0000, BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 175  
Rev. July 1968

djw 1-22-73

EXHIBIT A

Ha-Q-1006

A portion of right-of-way 200 feet wide over and across a tract of land in the B. B. Bishop Donation Land Claim No. 39 in sec. 21, T. 2 N., R. 7 E., W.M., Skamania County, described in parcel 3 of deed recorded in book 55, page 430, deed records of Skamania County, Washington. Said portion of right-of-way is all that lies easterly of a line 100 feet southerly of and parallel with the survey line of the Bonneville Power Administration Hanford Ostrander No. 1 transmission line. The survey line is described, with reference to the Washington Coordinate System, South Zone, as follows:

Beginning in the B. B. Bishop DLO No. 39 in section 20, at survey station 43+77.6, which is N. 9° 19' 10" E., 1,299.0 feet from the most westerly southwest corner of DLO No. 39. This corner is evidenced by a Corps of Engineers brass cap. Thence S. 22° 30' 30" E., 1,166.0 feet to station 32+11.6 Bk = 99+41.0 Ah. Thence S. 85° 09' 30" E., 1,086.2 feet to station 110+27.2. Thence S. 47° 12' 10" E., 1,621.7 feet to station 126+48.9 a BPA monument on Bradford Island, which is N. 88° 59' 10" E., 1,946.2 feet from the intersection of the southwesterly limit of the DLO No. 39 with the meander line on the north bank of the Columbia River. This corner is evidenced by a Corps of Engineers brass cap.

Ha-Q-1006