

79876

Bonnaville Lock and Dam  
Project: Modification for Peaking

Tract No. (S): 209E-2

BOOK 69 PAGE 156

## EASEMENT DEED

FOR AND IN CONSIDERATION OF THE SUM OF TWO HUNDRED FIFTEEN THOUSAND AND NO/100

DOLLARS

(\$215,000.00 ) in hand paid, receipt of which is hereby acknowledged

STEVENSON CO-PLY, INCORPORATED

XXXX/has granted, bargained, and sold and by these presents XX/does hereby grant, bargain, sell and convey unto the UNITED STATES OF AMERICA and its assigns a perpetual and assignable easement and right of way for the purposes hereinafter stated in, upon, under, over, and across that certain parcel of land situate in the County of Skamania, State of Washington, as shown on Schedule "A" attached hereto and made a part hereof.

Subject only to rights outstanding in third parties and reservations, as shown on Schedule "B" attached hereto and made part hereof.

The easement and right of way hereby conveyed are for the following purposes, namely:

The perpetual right, power, privilege and easement permanently to overflow, flood and submerge the land described in Schedule "A" and to maintain mosquito control in connection with the operation and maintenance of the Bonnaville Lock and Dam project as authorized by the Act of Congress approved 20 August 1937, and the continuing right to clear and remove any brush, debris and natural obstructions which, in the opinion of the representative of the United States in charge of the Project, may be detrimental to the project, together with all right, title and interest in and to the timber, structures and improvements situate on the land; provided that no structures for human habitation shall be constructed or maintained on the land, that no other structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, and that no excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill; the above estate is taken subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and state laws with respect to pollution.

TO HAVE AND TO HOLD the said easement and right of way unto the UNITED STATES OF AMERICA and its assigns forever.

We, the grantors above named, covenant with the UNITED STATES OF AMERICA that we are lawfully seized and possessed of the land aforesaid; that the easement and right of way hereinabove described is free and clear of all encumbrances, except as above noted, and that we will forever warrant and defend the title thereof and quiet possession thereof against the lawful claims of all persons whomsoever.



The true and actual consideration for this transfer is TWO HUNDRED FIFTEEN AND NO/100 (\$215,000.00) The foregoing recital of consideration is true as I verily believe.

NOTE 69 PAGE 1-2

IN WITNESS WHEREOF, STEVENSON CO-PLY, INCORPORATED has caused these presents to be signed in its name by its President and its corporate seal to be affixed, attested by its Secretary this 31 day of July, 1975.

STEVENSON CO-PLY, INCORPORATED

By Kenneth Helland  
KENNETH HELLAND, President

ATTEST:

Harvey G. Roeder  
HARVEY G. ROEDER, Secretary  
Assistant



STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss.

On this 31 day of July, 1975, before me personally appeared Kenneth Helland and Harvey G. Roeder, to me known to be the President and Secretary, respectively, of Stevenson Co-Ply, Incorporated, the corporation that executed the within and 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 that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Robert J. Salvendy

Notary Public in and for the State of Washington

My Commission expires SEPTEMBER 21, 1977



## SCHEDULE "A"

## TRACT 209E-2

All that portion of the following described tract of land lying above elevation 72.00 feet Mean Sea Level and below elevation 82.20 feet Mean Sea Level, situated in Sections 2 and 11, Township 2 North, Range 7 East, of the Willamette Meridian, Skamania County, Washington:

Commencing at a point which lies South 52° 12' 00" West 176.00 feet from the intersection of the main track of the Spokane, Portland and Seattle Railway Company with East line of said Section 2; thence South 37° 48' 00" East 100.00 feet to the Southeast right-of-way line of the Spokane, Portland and Seattle Railway Company; thence Southwesterly along said line 650.00 feet to the point of beginning; thence continuing along said right-of-way line Southwesterly and Southerly to intersection with the East-West quarter Section line of said Section 11; thence East along said quarter Section line to the line of ordinary high water of the Columbia River; thence Northeasterly along said line to a point that lies South 37° 48' 00" East from the point of beginning; thence North 37° 48' 00" West to the point of beginning.

The tract of land herein described contains 4.52 acres, more or less, all of which is contained in Tract 209E-1.

NAME AND ADDRESS OF PURPORTED  
OWNER(S) FOR TRACT 209E-2,  
BONNVILLE LOCK AND DAM, (LAKE  
BONNEVILLE)

Stevenson Co-Ply, Incorporated

SCHEDULE "B"

Subject only to the following rights outstanding in third parties, namely:

Existing easements for public roads and highways, public utilities, railroads and pipelines, and

Reservations contained in patents from the United States of America.

Unofficial  
Copy