

Tract No. ST-19

61528

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, **GERALD L. ANDERSON and LUCILLE ANDERSON, husband and wife,**

for and in consideration of the sum of **-FIFTY-** -----
----- Dollars (\$ 50.00),

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 1 or more 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:

That portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, which lies within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on each side of, and parallel with the survey line for the Stevenson Tap to Bonneville-Alcoa No. 1 and 2 transmission line as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at Survey Station 256+92.6 a point in the south line of said Section 35, said point being S. 88°30'10" E. a distance of 2075.7 feet from the southwest corner of said Section 35; thence N. 40°32'30" E. a distance of 1530.6 feet to Survey Station 272+23.2; thence N. 28°21'20" E. a distance of 4429.4 feet to Survey Station 316+52.6 a point in the east line of said Section 35, said point being S. 1°13'20" W. a distance of 170.2 feet from the northeast corner of said Section 35;



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 30 feet of the centerline or centerlines 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 ⁸strip of land 40 feet in width on the easterly ~~side of and contiguous to said right of way~~

side of and contiguous to said right of way that (a) are danger trees on January 18, 1963 (hereinafter called "present danger trees") or (b) become danger trees thereafter (hereinafter called "future danger trees"). The right to top, limb or fell danger trees outside of said strip (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 January 18, 1963, 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 title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; 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 17th day of May, 1963

Gerald L. Anderson
Gerald L. Anderson

Lucille Anderson
Lucille Anderson

BPA 177
Rev. 5-19-52

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

STATE OF *Washington*)
COUNTY OF *Skamania*) ss:

On the *7th* day of *May*, 19*63*, personally came before me, a notary public in and for said County and State, the within-named **GERALD L. ANDERSON and LUCILLE ANDERSON**, 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.

Donald C. Niedert
Notary Public in and for the
State of *Washington*
Residing at *Stevenson wa,*
My commission expires: *Jan 25-1964*

(SEAL)

UNOFFICIAL COPY

STATE OF WASH.)
) ss:
COUNTY OF SKAMANIA)

I CERTIFY that the within instrument was received for the record on the *14th* day of *May*, 19*63*, at *10:45* A.M., and recorded in book *51* on page *278*, records of Deeds of said County.

Witness my hand and seal of County affixed.

Frederick O. Neal
By *D. Summers* Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. ~~3000~~ 3621
PORTLAND 8, OREGON

pmp 3-28-63