

46236

Tract No. Mc-R-144  
Mc-R-145

## TRANSMISSION LINE EASEMENT

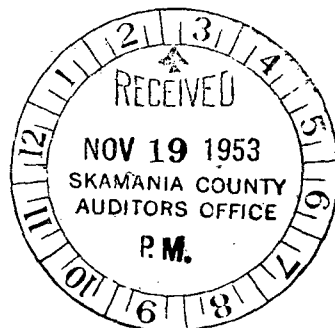
The GRANTOR, herein so styled whether one or more, CARSON LUMBER COMPANY, a Washington corporation,

for and in consideration of the sum of ONE THOUSAND - - - - - Dollars (\$ 1,000.00 ), 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, operate, maintain, repair rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcel of land in the County of Skamania, in the State of Washington, to wit:

That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  and SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 27, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, which lies within a strip of land 375 feet in width, the boundaries of said strip lying 87.5 feet distant southerly from and 287.5 feet distant northerly from and parallel to the survey line of the McNary-Ross 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 7713 + 38.5, a point on the east line of Section 27, Township 3 North, Range 7 East, Willamette Meridian, said point being S. 0° 04' 20" W. a distance of 1763.0 feet from the northeast corner of said Section 27; thence S. 70° 47' 10" W. a distance of 2001.1 feet to survey station 7733 + 39.6; thence N. 70° 53' 40" W. a distance of 825.4 feet to survey station 7741 + 65.0, a point on the North-South quarter section line of said Section 27, said point being N. 0° 43' 00" E. a distance of 3039.5 feet from the quarter section corner on the south line of said Section 27;

Under the terms of this easement, the right to cut danger trees is limited to a strip of land 125 feet in width, on each side of, and beyond the outside limits of the right-of-way;



2:40

together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

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 and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

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.

IN WITNESS WHEREOF, CARSON LUMBER COMPANY, a Washington corporation, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this

~~20th~~ 20<sup>th</sup> day of OCTOBER, 1953.

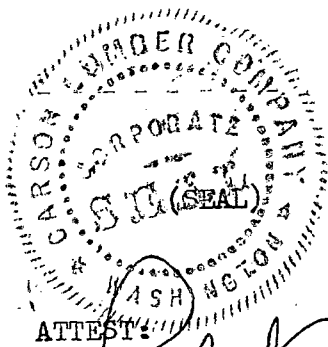
CARSON LUMBER COMPANY

By W. Birkenfeld President

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



ATTEST:

Robert J. Salzman

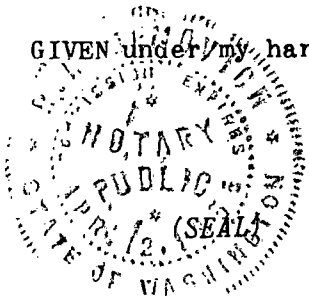
SECRETARY

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

STATE OF Washington  
COUNTY OF Skamania ss:

On this 20 day of Oct, 1953 before me personally appeared  
W. Birkenfeld and Robert J. Salvorsen to ~~me~~ known to be the  
President and Secretary 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 That They ARE 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.



At. Yemovich  
Notary Public in and for the  
State of Washington  
Residing at Stevenson  
My commission expires: 4-12-56

STATE OF Washington ) ss:  
COUNTY OF Skamania

I CERTIFY that the within instrument was received for the record on the 19 day of  
November, 1953 at 2-40 P M., and recorded in book 37 on page 304, records  
of Deeds of said County.

Witness my hand and seal of County affixed.

John C. Wackler  
By Rankin Deputy.

Upon recordation, please return to:

TITLE UNIT, LAND SECTION  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3537  
PORTLAND 8, OREGON