

# DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

605.

and wife now and at the time of acquiring title, have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto the United States of America and its assigns, a permanent easement and right-of-way over, upon, under, and across the following-described land in the County of Skamania, in the State of Washington; to-wit:

That portion of the North half (n $\frac{1}{2}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section Thirty-five (35), Township Two (2) North, Range Six (6) 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 on either side of and parallel to the survey line of the Bonneville-Camas-Vancouver transmission line as now located and staked on the ground, over, across, and upon the above property. The location of said center line is particularly described as follows:

Beginning at survey station 230+66.5, a point on the north line of Section 35, Township 2 North, Range 6 East, W. M., said point being S. 89° 35' E. a distance of 123.7 feet from the quarter section corner on the north line of said Section 35; thence S. 66° 25' W. a distance of 122.7 feet to survey station 231+89.2; thence S. 80° 25' W. a distance of 2687.3 feet to survey station 258+76.5, a point on the west line of said Section 35, said point being S. 1° 12' W. a distance of 485.9 feet from the northwest corner of said Section 35.

Reserving, however, to the grantors, their heirs, successors, and assigns the right to maintain orchard trees on the right-of-way except where they interfere with tower locations, provided that none of the trees shall be allowed to attain a height in excess of 18 feet.

The aforesaid easement and right-of-way is for the following purposes, namely: the perpetual right to enter and to erect, maintain, repair, rebuild, operate, and patrol one or more electric power transmission lines, and one or more telephone and/or telegraph lines, including the right to erect such poles and other transmission line structures, wires, cables, and the appurtenances necessary thereto; the further right to clear said right-of-way and keep the same clear of brush, timber, inflammable structures, and fire hazards; and the right to remove danger trees, if any, located beyond the limits of said right-of-way.

To Have and To Hold the said easement and right-of-way unto the United States of America and its assigns, forever.

It is further understood and agreed by the undersigned that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

We covenant with the United States of America that we are lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances, except as above noted, and that we will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

Dated this 9th day of February, 1942.

Witnesses:

A. T. Sunderlin  
Eva Marie Sunderlin

55¢ U.S.I.R. stamps affixed and cancelled: "Cancelled. Initials not legible"

STATE OF WASHINGTON )  
(ss  
COUNTY OF SKAMANIA )

On the 9th day of February, 1942, personally came before me, a notary public in and for said County and State, the within-named A. T. Sunderlin and Eva Marie Sunderlin, husband and wife now and at the time of acquiring title, 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.

(Notarial seal affixed)

A. E. Henderson  
Notary Public in and for the State of  
Washington residing at Seattle. My  
commission expires: Sept. 29, 1945.

Filed for record Febry. 11, 1942 at 3-35 p.m. by Raymond C. Sly

*Mabel J. P. Case* Co. Auditor