

Washington, residing at Pasco, Wash.

Filed for record November 25, 1947 at 1-00 p.m. by State of Washington, Dept. of Highways

John L. Schuster
Skamania County Auditor

#37387

Harvey D. Kelchner, et ux to State of Washington

PERMIT (Transmission Line)

E A S E M E N T

IN THE MATTER OF--Statewide Radio Communication System, Department of Highways,

THIS INDENTURE, made this 7th day of August, A. D., 1947, between Harvey D. Kelchner and H. Blanche Kelchner, husband and wife hereinafter called the Grantors, parties of the first part, STATE OF WASHINGTON, hereinafter called the Grantee, party of the second part, and _____, hereinafter called the mortgagee, party of the third part:

WITNESSETH:

That the Grantors, for and in consideration of the sum of Fifty (\$50.00) Dollars and other valuable consideration, receipt of which is hereby acknowledged, hereby convey and grant to the Grantee, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain an electric transmission and distribution line, consisting of a Transmission line of poles, with necessary braces, guys and anchorsm and to place upon or suspend from such poles transmission, distribution and signal wires, insulators, cross-arms, transformers and other necessary or convenient appurtenances, across, over and upon the following described lands and premises situated in the County of Skamania, State of Washington, to-wit:

Said Transmission Line entering the Northwest Quarter of the Northeast Quarter of Section 20, Township 3 North, Range 10 East, W. M., at a point approximately 2005 feet West of the of the Northeast Corner of said Section 20; thence South 37°06' East approximately 1180 feet to the East boundary of the Northwest Quarter of the North east Quarter of said Section.

Together with the right at any time to remove said poles, wires and appurtenances from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut all brush and timber, and trim all trees standing or growing upon said lands which, in the opinion of the Grantee, constitute a menace or danger to said line.

The Grantors, their heirs, successors or assigns, covenant and agree that they will not do any blasting or discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable notice in writing to the Grantees, its successors^{or}/assigns, of intention so to do.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors or assigns, shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

Any mortgage on said premises held by the Mortgagee above named is hereby released to the extent, but only to the extent, necessary to subordinate the said mortgage to the easement granted to said Grantee.

IN WITNESS WHEREOF, this instrument has been executed the date and year first above written.

Harvey D. Kelchner

H. Blanche Kelchner