Tract No. Mc-R-158

## TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, M. J. SHIELDS and PEARL E. SHIELDS, husband and wife at the time of acquiring title and ever since,

for and in consideration of the sum of ONE HUNDRED FIFTY - - - - Dollars (\$ 150.00 ), 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 SEANE of Section 8, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, which lies within a strip of land 300 feet in width, the boundaries of said strip lying 212.5 feet distant northerly from and 87.5 feet distant southerly 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 8340 + 82.3, a point on the east line of Section 8, Township 2 North, Range 6 East, W.M., said point being S. 3° 00' 00" W. a distance of 2586.7 feet from the northeast corner of said Section 8; thence S. 57° 01' 40" W. a distance of 4936.4 feet to survey station 8390 + 18.7, a point on the south line of said Section 8, said point being S. 89° 10' 00" E. a distance of 1296.7 feet from the southwest corner of said Section 8.

Under the terms of this easement, the right to cut danger trees is limited to a strip of land 100 feet in width on the northerly side of and beyond the outside limits of the right-of-way.





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 HOID 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.

Dated this 24thday of	April , 19 5 3
	M. J. Shielde
	Dearl E. Shields
	Pearl E. Shields
	3

BPA 177 Rev. 5-19-52

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

STATE OF

WASHINGTON )

COUNTY OF

On the 24th day of affile, 1953, personally came before me, a notary public in and for said County and State, the within-named M. J. Shields and Pearl E. Shields, 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 free and voluntary act and deed, for the uses and purposes therein their mentioned.

GIVEN under my hand and official seal the day and year last above written.

Residing at

My commission expires: 10-18-53

801 NO. **SKAMANIA COUNTY** Transaction excise tax

**PAID** MAY 1 3 1953 AMOUNT \$ 1.50

**COUNTY TREASURER** 

BY makel Jeter , Dep.

STATE OF Washington )

COUNTY OF Skamenia )

I CERTIFY that the within instrument was received for the record on the /3 day of , 1953, at 9-30 AM., and recorded in book 36 on page 37/, records of said County. of Deeds

Witness my hand and seal of County affixed.

By Carmalita Ranking Deputy.

After recording, please return to:

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

TTH:js

INTERIOR--BONNEYILLE POWER ADMINISTRATION, PORTLAND, OREGON