

45619

Tract No. Mc-R-154

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, WILLAMETTE BOOMING COMPANY,
a corporation,

for and in consideration of the sum of FOUR HUNDRED - - - - -
- - - - - Dollars (\$ 400.00),
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 SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, 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 particu-
larly described as follows:

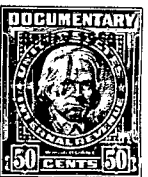
Beginning at survey station 8227 + 10.8, a point on the east line of
Section 3, Township 2 North, Range 6 East, Willamette Meridian, said point
being N. 2° 48' 00" E. a distance of 1146.5 feet from the southeast corner
of said Section 3; thence S. 83° 03' 50" W. a distance of 5279.4 feet to
survey station 8279 + 90.2, a point on the west line of said Section 3,
said point being N. 1° 32' 10" E. a distance of 688.7 feet from the southwest
corner of said Section 3.

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.

Reserving, however, to the Grantor for itself, its successors and assigns, the
right to use said strip of land for all purposes not inconsistent with the Grantee's
use of the same, and particularly the right to cross the same with railroads, truck
roads, and all other ways and means customary in transporting forest products, also
the right to freely pass over and across said strip of land by all necessary means and
for any purpose incident to the ownership of adjacent lands, also the right to use the
surface of the strip of land for ordinary agricultural operations, provided, however,
that in the exercise of such reserved rights no buildings or other structures shall be
constructed on said land which will interfere with the operation and maintenance of the
transmission lines located thereon.

If the Grantor, its successors or assigns, should hereafter construct any railroad
or railroads across said right-of-way at a point or points where the power or trans-
mission line clearance above ground is sufficient to permit the construction and opera-
tion of such railroad or railroads, the Grantee will not thereafter lower such power or
transmission lines without the written consent of the Grantor, its successors or assigns.

The right to grow and harvest Christmas trees is reserved to the Grantor, except
that the Grantee shall have the right to remove any trees over 14 feet in height. Care
will be exercised to cut only such trees as may interfere with structure locations and
line stringing. The Grantor shall be notified 30 days in advance before the further
cutting of any trees over 14 feet in height after the right-of-way has been cleared;



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.

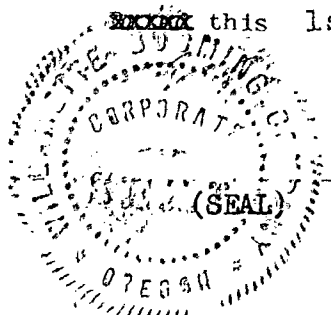
TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

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, WILLAMETTE BOOMING COMPANY, a 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 Secretary and its corporate seal to be hereunto affixed

~~Executed~~ this 1st day of June, 1953.



ATTEST:

Hal Hobson
Secretary

WILLAMETTE BOOMING COMPANY

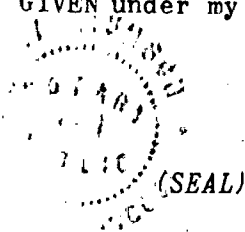
By *Herbert Malarkey*
President

And by _____
Secretary

BPA-175
7-26-46(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon
(Corporate Form)STATE OF OREGON)
) ss:
COUNTY OF MULTNOMAH)

On this 1st day of June, 1953, before me personally appeared
HERBERT MALARKEY and KARL HERBRING
President and Secretary
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.

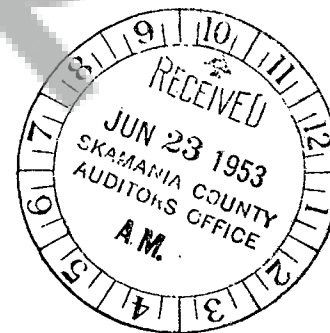
GIVEN under my hand and official seal the day and year last above written.



M. M. Munson
Notary Public in and for the
State of Oregon
Residing at Portland, Oregon

My commission expires: March 9, 1954

NO. 861
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID JUN 23 1953
AMOUNT \$4.00
COUNTY TREASURER
BY *Mahabgheter*

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

I CERTIFY that the within instrument was received for the record on the 23 day of
June, 1953, at 10:15 A.M., and recorded in book 36 on page 485, records
of *deeds* of said County.

Witness my hand and seal of County affixed.

John C. Wackler
By *Carmelita Rankin*
Deputy.

Upon recordation, please return to:

flp

TITLE UNIT, LAND SECTION
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3337
PORTLAND 8, OREGON