45673

Tract No. Mc-R-149

JUL 111953 SKAMANIA TRANSMISSION LINE EASEMENT AUDITORS OFFICE

PM.

RECEIVEU

The GRANTOR; hereined styled whether one or more, STEVENSON LUMBER COMPANY, a

Washington corporation, ngua.

CHICACY

for and in consideration of the sum of THREE THOUSAND - --Dollars (\$ 3,000.00 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 Skamania , in the State of Washington , to wit:

That portion of the $SE_{4}^{1}SE_{4}^{1}$ of Section 30, and the NE_{4}^{1} , $NW_{4}^{1}SE_{4}^{1}$, $SE_{4}^{1}NW_{4}^{1}$, and SE_{4}^{1} of Section 31, all being in Township 3 North, Range 7 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 87.5 feet distant southeasterly from, and 212.5 feet distant northwesterly 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 7889 + 18.2, a point on the east line of Section 30, Township 3 North, Range 7 East, Willamette Meridian, said point being N. 1° 17' 10" E. a distance of 136.6 feet from the southeast corner of said Section 30; thence S. 44° 07' 40" W. a distance of 181.8 feet to survey station 7891 + 00.0, a point on the line common to Sections 30 and 31, Township 3 North, Range 7 East, Willamette Meridian, said point being N. 87° 07' 30" W. 2 distance of 123.7 feet from the northeast corner of said Section 31; thence continuing S. 44° 07' 40" W. a distance of 5926.3 feet to survey station 7950 + 26.3 Bk. = 8098 + 14.5 Ah; thence S. 59° 32' 30" W. a distance of 7565 feet to survey station 8173 + 80.0, a point on the west line of Section 1, Township 2 North, Range 6 East, Willamette Meridian, said point being N. 2° 04, 50" E. a distance of 2317.8 feet from the southwest corner of said Section 1;

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;



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.

IN WITNESS WHEREOF, STEVENSON 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 VICE PRESIDENT and its corporate seal to be hereunto affixed this $17^{\frac{10}{12}}$ day of JUNE 1953.

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(SEAL)	<u>-</u>
Attest:	
Mannenning.	
Attest:	
(Cechett)	Dalrisen
V	

XXXXXXXXXXXX

STEVENSON LUMBER COMPANY

Emmen & Birkenfeld
Pre

VICE PRESIDENT

BPA-175 7-26-46 (Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)
(Corporate Form)

STATE OF WASHINGTON)

COUNTY OF SKAMANIA)

On this 17th day of JUNE, 1953, before me personally appeared W. BIRKENFELD and EMMY G. BIRKENFELD to the known to be the PRESIDENT 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.

(SEAL)

Notary Public in and for the State of WASHINGTON Residing at STEVENSON

My commission expires: 9-21-1953.

NO. 876
SKAMAN' 4 COUNTY
TRANSACTION EXCISE TAX
PAID JUL 1 1953
AN') LNI Exempt
COUNTY TREASURER
BY Make J. Octor
Mae Habley, Bep.

STATE OF Washington ss:

I CERTIFY that the within instrument was received for the record on the / day of , 1953, at 1-05PM., and recorded in book 37 on page /2, records of Said County.

Witness my hand and seal of County affixed.

By Rankin Deputy.

Upon recordation, please return to

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