

47220

Tract No. Mc-R-86

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, HAROLD J. BROUGHTON AND D. M. STEVENSON, a partnership, doing business as Broughton Lumber Company,

for and in consideration of the sum of FIVE HUNDRED - - - - - Dollars (\$ 500.00),

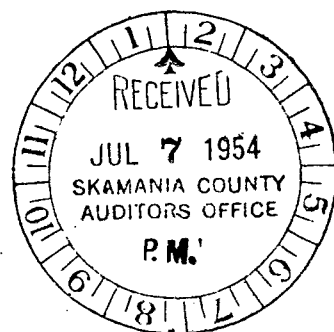
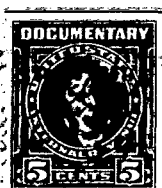
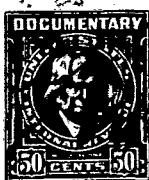
in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair rebuild, and patrol one or more electric power 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 NE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Township 3 North, Range 10 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 6828 + 30.0, a point on the North-South quarter section line of Section 7, Township 3 North, Range 10 East, Willamette Meridian, said point being N. 2° 03' 40" E. a distance of 2444.7 feet from the quarter section corner on the south line of said Section 7; thence N. 83° 39' 00" W. a distance of 2412.0 feet to survey station 6852 + 42.0, a point on the west line of said Section 7, said point being N. 1° 45' 20" E. a distance of 2611.8 feet from the southwest corner of said Section 7;

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, truck road or truck roads, across said right-of-way at a point or points where the power or transmission line clearance above ground is sufficient to permit the construction and operation of such railroad or railroads, truck road or truck roads, the grantee will not thereafter lower such power or transmission lines without the written consent of the grantor, its successors or assigns;



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.

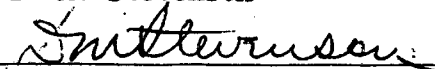
The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel 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.

Dated this 4 day of June, 1954.


Harold J. Broughton

D. M. Stevenson



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

On the *4* day of *June*, 19*54*, personally came before me, a notary public in and for said County and State, the within-named **HAROLD J. BROUGHTON**,

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his own 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.

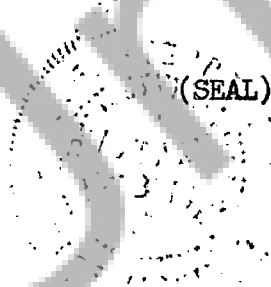


O. J. Sterrett
Notary Public in and for the
State of *Washington*
Residing at *Underwood Wash*
My commission expires: *Feb 1, 1955*

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

On the *4* day of *June*, 1954, personally came before me, a notary public in and for said County and State, the within-named **D. M. STEVENSON**, to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his own 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.



O. J. Sterrett
Notary Public in and for the
State of *Washington*
Residing at *Underwood Wash*
My commission expires: *Feb 1, 1955*

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

I CERTIFY that the within instrument was received for the record on the *7* day of *July*, 1954, at *9-30PM.*, and recorded in book *38* on page *242*, records of *Deeds* of said County.

Witness my hand and seal of County affixed.

John C. Winkler
By *Carmelita Rankin*
Deputy.

After recording, please return to:

flp

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