

47513

Tract No. Mc-R-80

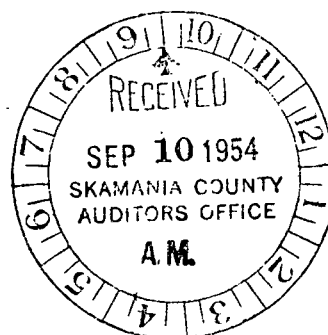
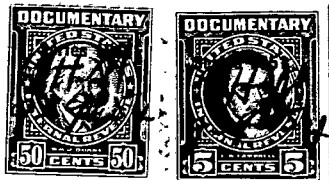
TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, R. D. REMINGTON AND JULIA M. REMINGTON, husband and wife on September 25, 1941, date of acquiring title, and ever since,
for and in consideration of the sum of THREE HUNDRED - - - - - Dollars (\$ 300.00),
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 NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 9, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, which lies within a strip of land 250 feet in width, lying on the northerly side of, running parallel to, and adjoining the existing 300-foot right-of-way for the U. S. Bonneville Power Administration's Bonneville-Coulee Nos. 1 & 2 transmission lines, as shown in a Declaration of Taking in the District Court of the United States, Western District of Washington, Southern Division, being Civil Cause No. 34 in said Court;

Under the terms of this easement, the right to cut danger trees is limited to a strip of land 50 feet in width, on the northerly side of, and beyond the outside limits of the right-of-way;

Under the terms of this easement, and as a part of the consideration for this easement, the clause in the easement granted to C. A. Remington, his heirs and assigns, by the United States of America, dated November 6, 1940, and recorded May 2, 1942, in Book 29, page 69, Deed Records of Skamania County, whereby the Grantee in that deed, C. A. Remington covenants to keep the land clear of trees, brush and noxious weeds, is hereby reformed to eliminate the reference to keeping the land clear of trees, brush and noxious weeds;



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 2nd day of August, 1954.

R. D. Remington

R. D. Remington

Julia M. Remington
Julia M. Remington

BPA 177
Rev. 5-19-52

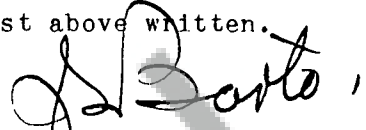
(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF MINNESOTA)
COUNTY OF ST. LOUIS) SS:

On the 2nd day of August, 1954, personally came before me, a notary public in and for said County and State, the within-named R. D. REMINGTON AND JULIA M. REMINGTON, 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 as their 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.



Notary Public in and for the
State of MINNESOTA
Residing at Hibbing, MINNESOTA.

My commission expires:

My term of office begins on: 1-1-54
My term of office expires on: 1-1-58

J. S. BARTY
Notary Public, St. Louis County, Minnesota
My Commission Expires Oct. 27, 1958

(SEAL)

STATE OF Washington)
COUNTY OF Skamania) SS:

I CERTIFY that the within instrument was received for the record on the 10 day of Sept, 1954, at 9-30 A.M., and recorded in book 38 on page 381, records of Deeds of said County.

Witness my hand and seal of County affixed.

John C. Wackler, Auditor
By E. Rankin Deputy.

After recording, please return to:

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

flp