

47699

Tract No. Mc-R-161

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, ST. HELENS PULP AND PAPER COMPANY,
a corporation,

for and in consideration of the sum of FOUR HUNDRED NINETY-FOUR - - - - -
- - - - - Dollars (\$ 494.00),

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:

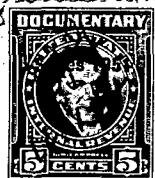
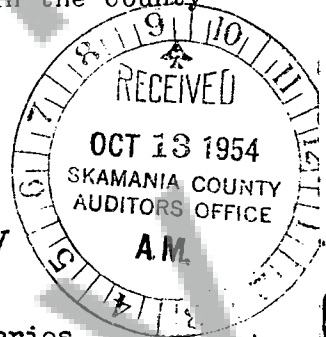
That portion of the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 18, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, and that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 18, lying northerly of the existing 300-foot right-of-way for the U. S. Bonneville Power Administration's North Bonneville-Vancouver Nos. 1 & 2 transmission lines, 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 8405 + 05.0, a point on the east line of Section 18, Township 2 North, Range 6 East, Willamette Meridian, said point being S. 3° 25' 50" E. a distance of 829.3 feet from the northeast corner of said Section 18; thence S. 57° 01' 40" W. a distance of 2678.2 feet to survey station 8431 + 83.2, a point in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 18, and on the northerly right-of-way line of Bonneville Power Administration's North Bonneville-Vancouver No. 1 and 2 transmission lines, said point being N. 85° 54' 20" E. a distance of 2944.8 feet from the quarter section corner on the west line of said Section 18;

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 transmission line clearance above ground is sufficient to permit the construction and operation 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 Grantee shall at its expense, subject to the availability of appropriations therefor, keep the easement and right-of-way free from all noxious weeds as required by municipal, county, state or federal laws or regulations;



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, ST. HELENS PULP AND PAPER 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

~~Dated~~ this 14th day of October, 1954.

ST. HELENS PULP AND PAPER COMPANY

By

Vice President

Attest:

Carl E. Davidson
Secretary

(SEAL)

BPA 175
Rev. 8-12-53

(Corporate Form)

STATE OF OREGON)
) ss:
COUNTY OF Multnomah)

On this 4th day of October, 1954, before me personally appeared
E. P. STAMM and CARL E. DAVIDSON to me known to be the
Vice President and Secretary of the corporation that
executed the foregoing instrument, and acknowledged said instrument to be the free and vol-
untary act and deed of said corporation, for the uses and purposes therein mentioned, and
on oath stated 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)

J. T. Shull
Notary Public in and for the
State of Oregon
Residing at Portland

My commission expires: Jan. 10, 1956



The within instrument was received for the record on the 13 day of Oct, 1954,
at 9-15 A.M., and recorded in book 38 on page 441, records of Deeds County,
(State).

John C. Workless
By *E. Roskin* Deputy.

Upon recordation, please return to:

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

flp