

61305

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, HENRY PEYROLLAZ and
ALINE PEYROLLAZ, husband and wife,

for and in consideration of the sum of -ELEVEN HUNDRED FIFTY- - - - -
- - - - - Dollars (\$ 1,150.00),
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, maintain, repair, rebuild, operate and patrol 1 or more line(s) of electric power transmission struc-
tures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables
and appurtenances as are necessary thereto, in, over, upon and across the following-described parcel of land in the
County of Skamania in the State of Washington, to-wit:

That portion of that part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 28, Township 3 North,
Range 8 East, Willamette Meridian, Skamania County, Washington, which lies
within a strip of land, 100 feet in width, the boundaries of said strip
lying 50 feet distant from, on each side of, and parallel with the survey
line for the Stevenson Tap to Bonneville-Alcoa No. 1 & 2 transmission line
as now located and staked on the ground over, across, upon, and/or adjacent
to the above described property, said survey line is particularly described as:

Beginning at survey station 542+21.6, a point in the west line of said
Section 28, which is S. 0°59'20" W. a distance of 46.3 feet from the quarter
section corner in the west line of said section; thence S. 80°12'30" E. a
distance of 26.1 feet to survey station 542+47.7; thence S. 89°44'30" E. a
distance of 2886.7 feet to survey station 571+34.4 Back equals 8+02.2 Ahead;
thence N. 0°09'50" E. a distance of 519.2 feet to survey station 13+21.4, a
point in the south property line of the United States of America for its
Bonneville Power Administration's Stevenson Substation, which is N. 79°08'00"
W. a distance of 2552.5 feet from the quarter section corner in the east
line of said Section 28,



together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees; and also the present and future right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantor adjacent to the above-described right of way, which could fall within 30 feet of the centerline or centerlines of the electric transmission facilities herein-before described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land 95 feet in width on the northerly side of ~~said~~ ~~the~~ ~~right of way~~ ~~from~~ ~~opposite~~ ~~survey~~ ~~station~~ ~~550+00~~ ~~to~~ ~~opposite~~ ~~survey~~ ~~station~~ ~~558+50~~ and 55 feet in width on the northerly side of said right of way from opposite survey station 565+00 to opposite survey station 569+31; also one danger tree 118 feet northerly from centerline opposite survey station 561+40, one danger tree 118 feet northerly from centerline opposite survey station 561+70, and one danger tree 90 feet northerly from centerline opposite survey station 562+45,

~~said~~ and contiguous to said right-of way that (a) are danger trees on February 6, 1963 (hereinafter called "present danger trees") or (b) become danger trees thereafter (hereinafter called "future danger trees"). The right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees") may only be exercised within 3 years after all present danger trees have been cut, and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES OF AMERICA, such payment to be made within a reasonable period of time after they have been so cut.

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, timber or structures existing upon the right of way on February 6, 1963, and the title to all present danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that title to any additional danger trees shall vest in the UNITED STATES OF AMERICA upon their being cut pursuant to the terms hereof; and that title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of said easement and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the UNITED STATES OF AMERICA as herein provided.

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 20th day of March, 1963.

Henry Peyrollaz
Henry Peyrollaz
Aline Peyrollaz
Aline Peyrollaz

STATE OF Washington
COUNTY OF Skamania ss:

On the 20th day of March, 1963 personally came before me, a notary public in and for said County and State, the within-named HENRY PEYROLIAZ and ALINE PEYROLIAZ, 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 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.

(SEAL)

J. J. Jochims
Notary Public in and for the
State of Washington
Residing at Vancouver
My commission expires: 5/3/1965

STATE OF Washington)
) ss:
COUNTY OF Skamania)

I CERTIFY that the within instrument was received for the record on the 27 day of March, 1963, at 9:45 AM., and recorded in book 51 on page 180, records of Deeds of said County.

Witness my hand and seal of County affixed.

By Evelyn M. Neal
D. Simmons Deputy.

After recording, please return to:

pmp 2-26-63

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. ~~3333~~ 3621
PORTLAND 8, OREGON

INTERIOR--BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

REGISTERED	INDEXED	INDIRECT	RECORDED	COMPARED	MAILED
5	5	5			