

61519

BOOK 51 PAGE 272

Tract No. ST-31

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, ~~FRED~~ McKAY, who also appears of record as Fred A. McKay, and ELIZABETH McKAY, husband and wife at date of acquiring title,

for and in consideration of the sum of - ONE THOUSAND EIGHT HUNDRED - - - - -  
- - - - - Dollars ( \$1,800.00 ),  
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 structures 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 Government Lot 10 and the west 18.63 acres of Government Lot 11 of Section 25, Township 3 North, Range 7½ East, Willamette Meridian, Skamania County, Washington, which lies within a strip of land variable in width, the southerly boundary of said strip being the northerly boundary of the existing 300 foot right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission lines and northerly boundary of said variable strip lying 50 feet distant northerly from and parallel with the survey line for the Stevenson Tap to Bonneville-Alcoa No. 1 and 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 being particularly described as follows:

Beginning at survey station 364 + 09.4 a point in the west line of Section 36, Township 3 North, Range 7½ East, Willamette Meridian, said point being S. 2° 09' 30" W. a distance of 19.8 feet from the southwest corner of Section 25, Township 3 North, Range 7½ East, Willamette Meridian; thence N. 77° 37' 00" E. a distance of 980.8 feet to survey station 373 + 90.2; thence N. 71° 01' 20" E. a distance of 1774.1 feet to survey station 391 + 64.3 back = 392 + 00.0 ahead; thence N. 69° 57' 30" E. a distance of 748.7 feet to survey station 399 + 48.7 a point in the north-south quarter section line of said Section 25, said point being N. 0° 42' 20" E. a distance of 1059.3 feet from the quarter section corner in the south line of said Section 25.

This easement shall include the right to install guys and anchors beyond the outside limits of the right of way at angle points.



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 70 feet in width on the northerly side ~~from the Grantor's east property line to Opposite Survey Station 371 + 00 and 80 feet in width on the northerly side from Opposite Survey Station 371 + 00 to the Grantor's west property line~~

~~side of~~ and contiguous to said right of way that (a) are danger trees on March 13, 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 March 13, 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 1<sup>st</sup> day of MAY, 1963.

Fred McKay

Elizabeth McKay

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

STATE OF Washington )  
COUNTY OF Clark ) ss:

On the 1st day of May, 1963, personally came before me, a notary public in and for said County and State, the within-named FRED MCKAY AND ELIZABETH MCKAY, 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)

Jo Joachim  
Notary Public in and for the  
State of Washington  
Residing at Vancouver

My commission expires: 5/31/1965

STATE OF WASHINGTON )  
COUNTY OF SEMANIA ) ss:

I CERTIFY that the within instrument was received for the record on the 13th day of MAY, 1963, at 9:55 A. M., and recorded in book 51 on page 272, records of Deeds of said County.

Witness my hand and seal of County affixed.

REGISTERED	5
FILED	DIR.
FILED	CT.
FILED	D.
COMPILED	RED
MAILED	

After recording, please return to:

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

By Edward J. O'Neal  
Ed. Simmons  
Deputy.