

61537

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, CLARENCE SKAAR and EDNA I. SKAAR, husband and wife,

for and in consideration of the sum of THREE HUNDRED SEVENTY-FIVE-
Dollars (\$ 375.00),

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 the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 25, Township 3 North, Range 7 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 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 318 + 43.1 a point in the south line of said Section 25, said point being S. 88° 21' 00" E. a distance of 86.9 feet from the southwest corner of said Section 25; thence N. 28° 21' 20" E. a distance of 318.2 feet to survey station 321 + 61.3; thence S. 87° 24' 10" E. a distance of 2110.1 feet to survey station 342 + 71.4 back = 333 + 52.0 ahead; thence N. 77° 37' 00" E. a distance of 311.6 feet to survey station 336 + 63.6 a point in the north-south quarter section line of said Section 25, said point being N. 0° 58' 10" E. a distance of 324.7 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 at angle points beyond the outside limits of the right of way.



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 30 feet in width on the southerly ~~side of the centerline of the electric transmission facilities~~ side across the ~~W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$~~ and 50 feet in width on the northwesterly side from opposite survey station 318 + 44 to opposite survey station 321 + 60

~~side of~~ and contiguous to said right-of way that (a) are danger trees on January 29, 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 January 29, 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

7th day of

May, 1963

Clarence Skaar

Edna I. Skaar

STATE OF Washington
COUNTY OF Skamania ss:

On the 7th day of May, 1963, personally came before me, a notary public in and for said County and State, the within-named

CLARENCE SKARR and EDNA I. SKAAR, 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 Joachin
Notary Public in and for the
State of Washington
Residing at Vancouver

My commission expires: 5/31/1965

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss:

I CERTIFY that the within instrument was received for the record on the 16th day of MAY, 1963, at 9-25 A M., and recorded in book 51 on page 284, records of DEEDS of said County.

Witness my hand and seal of County affixed.

Paul J. Neal
By Deputy Deputy.