

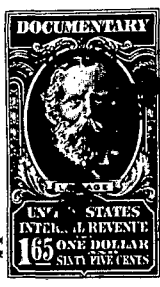
TRANSMISSION LINE EASEMENT

61544

The GRANTOR, herein so styled whether one or more, **RAYMOND SIMMONS**, also shown of record as **Raymond Simons** and **Raymond W. Simmons**, and **DOROTHY L. SIMMONS**, husband and wife;

for and in consideration of the sum of - ONE THOUSAND ONE HUNDRED SEVENTY-FIVE - - - - -
- - - - - Dollars (\$ 1,175.00),
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 that part of the SW 1/4 SE 1/4 of Section 25, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, which lies within a tract of land described as beginning at a point in the westerly side of a Skamania County Road known as Kanaka Creek Road, said point being West a distance of 231 feet from the southeast corner of the SW 1/4 SE 1/4 of said Section 25; thence West along the south line of said Section 25 a distance of 772 feet; thence N. 15°43' E. a distance of 982.7 feet to a point in the westerly side of said Kanaka Creek Road; thence S. 50°44' E. along said westerly side a distance of 275 feet; thence S. 26°03' E. along said westerly side a distance of 383.6 feet; thence S. 16°47' E. along said westerly side a distance of 447.8 feet to the point of beginning, said portion lies within a strip of land 87.5 feet in width, lying on the northerly side of, running parallel with, and adjoining the existing 300-foot right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission lines, the location of said 300-foot right of way being shown in Judgment on Declaration of Taking entered in Docket No. 34 of the District Court of the United States for the Western District of Washington, Southern Division, a certified copy of said Judgment being recorded in Deed records of Skamania County, Washington on February 6, 1939 in Book 27, page 315, under Auditor's File No. 26971;



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 75 feet in width on the north side of ~~said~~ ~~for a distance of 100 feet~~ from opposite survey station 341+01 to opposite survey station 344+00 and 100 feet in width on the north side from opposite survey station 344+00 to opposite survey station 345+52

~~said~~ and contiguous to said right of way that (a) are danger trees on January 28, 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 three 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 28, 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.

Raymond Simmons
Raymond Simmons

Dorothy L. Simmons
Dorothy L. Simmons

BPA 177

Rev. 5-19-52

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

STATE OF

Washington

COUNTY OF

Skamania

ss:

On the *7th* day of *May*, 19*63*, personally came before me, a notary public in and for said County and State, the within-named **RAYMOND SIMMONS AND DOROTHY L. SIMMONS, 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 Jochem
Notary Public in and for the
State of *Washington*
Residing at *Vancouver*

My commission expires: *5/3/1965*

STATE OF WASH.)

) ss:

COUNTY OF *SKAMANIA*)

I CERTIFY that the within instrument was received for the record on the *17th* day of *May*, 1963, at *9* A.M., and recorded in book *51* on page *292*, records of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn O'Neal

By *D. Simmons*

Deputy.

After recording, please return to:

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

eg 4/4/63