

61548

BOOK 51 PAGE 295

Tract No. ST-44
ST-AR-10-1

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTOR, herein so styled whether one or more, FRANK E. WITTENBERG AND JOAN G. WITTENBERG, husband and wife; HARLEY L. JOHNSON AND FRANCES A. JOHNSON, husband and wife; JACK E. JOHNSON AND ARDIS L. JOHNSON, husband and wife,

for and in consideration of the sum of - THREE THOUSAND EIGHT HUNDRED - - - - -
- - - - - Dollars (\$3,800.00),

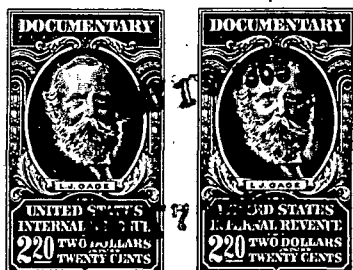
in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate, and patrol one or more line(s) of 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:

Those portions of those parts of Government Lot 4 and the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, which lie 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 508 + 32.5, a point in the north-south quarter section line of said Section 29, which is S. 0°48'30" W. a distance of 1099.9 feet from the quarter section corner in the north line of said section; thence N. 85°42'00" E. a distance of 344.5 feet to survey station 511 + 77.0; thence S. 37°54'10" E. a distance of 1884.6 feet to survey station 530 + 61.6; thence S. 80°12'30" E. a distance of 1160.0 feet to survey station 542 + 21.6, a point in the east line of said Section 29, which is S. 0°59'20" W. a distance of 46.3 feet from the quarter section corner in the east line of said section.

Title to all structures existing upon the above-referenced right of way on March 1, 1963 is hereby vested in the United States of America as of said date.



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 hereinbefore described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land 50 feet in width on the northerly side of and ~~feet in width on the said right of way~~ from West line of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 29, T3N, R8E, WM to Opp. survey station 530+61; 30 feet in width on the northerly side of said right of way from Opp. survey station 530+61 to Opp. survey station 533+75; 60 feet in width on the southerly side of said right of way from W. line of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 29, T3N, R8E to Opp. survey station 530+61; 10 feet in width on the southerly side of said right of way from Opp. survey station 533+00 to Opp. survey station 534+00; and 1 danger tree 60 feet south of centerline Opp. survey station 534+55,

~~said~~ and contiguous to said right of way that (a) are danger trees on February 18, 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; and

Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the construction, operation and maintenance of a road approximately 14 feet in width (with such additional widths as are necessary to provide for cuts, fills, and turn-outs and for curves at angle points) on, over, and across the land of the Grantor in a portion of Government Lot 4, Section 29, Township 3 North, Range 8 East, W.M., Skamania County, Washington, excepting any portion thereof which lies within the 100 foot right of way for the Stevenson Tap to Bonneville-Alcoa No. 1 & 2 transmission line, for the following purposes, namely: the right to enter and to clear of timber, danger trees, and brush; to build, cut, fill, level, grade, drain, surface, maintain, repair and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, as shown colored in red on drawing Serial No. 125910,

prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference, made a part hereof.

The Grantor reserves the right of ingress and egress over and across said road and the right to pass and repass along and on said road insofar as the same extends across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the road by the UNITED STATES OF AMERICA, its employees, contractors, agents or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, agents or assigns, the UNITED STATES OF AMERICA, subject to the availability of appropriations, or its assigns, will repair such damage. It is further understood and agreed that the grantor may erect or maintain fences across such road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

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 rights of way on February 18, 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 4th day of May, 1963

Frank E. Wittenberg

Harley L. Johnson

Jack E. Johnson

Reverse side BPA 481C

Jack E. Johnson

Joan G. Wittenberg

Frances A. Johnson

Ardie L. Johnson

Ardis L. Johnson

(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 **FRANK E. WITTENBERG AND JOAN G.**

WITTENBERG, 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)

Helene Lee
Notary Public in and for the
State of *Washington*
Residing at *Stevenson*
My commission expires: *9/15/65*

STATE OF *Washington*
COUNTY OF *Skamania* ss:

On the *4th* day of *May*, 19*63*, personally came before me, a notary public in and for said County and State, the within-named **HARLEY L. JOHNSON AND FRANCES A.**

JOHNSON, 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)

Helene Lee
Notary Public in and for the
State of *Washington*
Residing at *Stevenson*
My commission expires: *9/15/63*

STATE OF Washington)
COUNTY OF Skamania) ss:

On the 4th day of May, 1963, personally came before me, a notary public in and for said County and State, the within-named **JACK E. JOHNSON AND ARDIS L. JOHNSON**, 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)

Helena Lee
Notary Public in and for the
State of Washington
Residing at Stevenson

My commission expires: 9/15/65

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss:

I CERTIFY that the within instrument was received for the record on the 17th day of May, 1963, at 2:30 P.M., and recorded in book 51 on page 295, records of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn O'Neal
By J. Simmons Deputy.

After recording, please return to:

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

djw 3-19-63

