

61549

BOOK 51 PAGE 300

Tract No. ST-43

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, ONELLA I. JOHNSON, the same person as Mrs. O. I. Johnson, a widow,

for and in consideration of the sum of THREE HUNDRED FORTY -----
----- Dollars (\$ 340.00),
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 $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, lying southeasterly of Secondary State Highway No. 8C ("County Road"), 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 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,



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 ⁸/₈ strips of land 90 feet in width on ~~the southerly side of and contiguous to said right of way, and one tree 55 feet northerly of centerline opposite survey station 526+90~~

~~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 1st day of May, 1963

Onella I. Johnson
 Onella I. Johnson

STATE OF

Washington

SS:

COUNTY OF

Sherman

On the *1th* day of *May*, 1963, personally came before me, a notary public in and for said County and State, the within-named ONELLA I. JOHNSON, a widow,

to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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)

[Signature]
Notary Public in and for the
State of *Washington*
Residing at *Vancouver*

My commission expires: *8/31/1965*

Unofficial Copy

STATE OF WASHINGTON)

) SS:

COUNTY OF SKAMANIA)

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 *300*, records of *Deeds* of said County.

Witness my hand and seal of County affixed.

[Signature]
By *[Signature]* Deputy.

After recording, please return to:

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