

TRANSMISSION LINE EASEMENT

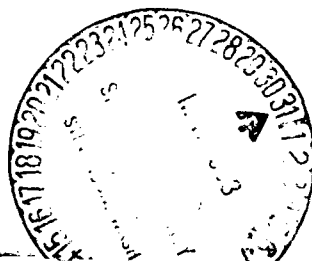
The GRANTOR, herein so styled whether one or more, **SBS CO., a partnership composed of BRUCE M. STEVENSON, W. F. DAUBENSPECK and WALLACE E. STEVENSON, and MARY H. STEVENSON, LENA E. DAUBENSPECK and PRISCILLA B. STEVENSON, their respective spouses,**

for and in consideration of the sum of **FOUR HUNDRED TWENTY-FIVE** -----
----- Dollars (\$ **425.00**),
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:

Those portions of the ~~NE 1/4~~ ~~NE 1/4~~ ~~NE 1/4~~ Section 30, and part of the ~~W 1/2~~ ~~W 1/2~~ ~~W 1/2~~ Section 29, all in Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, which lies within a strip of land, variable in width, the southerly boundary of which is 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; the northerly boundary of said strip of land lies parallel with and 50 feet distant northerly from 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 455 + 77.3, a point in the north-south quarter section line of said Section 30, which is S. 1° 51' 40" W. a distance of 2195.1 feet from the quarter section corner in the north line of said Section 30; thence N. 69° 57' 30" E. a distance of 2128.7 feet to survey station 477 + 06.0; thence N. 78° 22' 20" E. a distance of 393.8 feet to survey station 480 + 99.8 Back = 480 + 34.4 Ahead; thence N. 85° 42' 00" E. a distance of 176.4 feet to survey station 482 + 10.8, a point in the line common to said Sections 29 and 30, which is N. 0° 42' 00" E. a distance of 1321.3 feet from the quarter section corner common to said Sections 29 and 30; thence N. 85° 42' 00" E. a distance of 2621.7 feet to 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 29.

The location of the 300-foot right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission lines being shown in Judgment on the Declaration of Taking entered on February 3, 1939, in Cause No. 34, in the United States District Court for the Western District of Washington, Southern Division, a certified copy of said judgment being recorded in Book 27, page 315, under Auditor's file No. 26971, deed records of said county.



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 90 feet in width on the northerly side of ~~said right of way~~ ~~said right of way from Grantor's southwesterly property line to opposite survey station 486 + 00 and 50 feet in width on the northerly side of said right of way from opposite survey station 491 + 00 to Grantor's easterly property line~~

~~said~~ and contiguous to said right of way that (a) are danger trees on February 14, 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 14, 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 20th day of May, 1963

SDS CO.



By:

Wallace E. Stevenson

Bruce M. Stevenson

Bruce M. Stevenson

W. F. Daubenspeck

Priscilla B. Stevenson

Mary H. Stevenson

Mary H. Stevenson

Lena E. Daubenspeck

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

STATE OF Washington)
) ss:
COUNTY OF Klickitat)

On the 20th day of May, 1963, personally came before me, a notary public in and for said County and State, the within-named WALLACE E. STEVENSON and PRISCILLA B.

STEVENSON, 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)

Notary Public Seal
Notary Public in and for the
State of Washington
Residing at White Salmon.
My commission expires: 11/19/66

STATE OF Washington)
) ss:
COUNTY OF Klickitat)

On the 20th day of May, 1963, personally came before me, a notary public in and for said County and State, the within-named BRUCE M. STEVENSON and MARY H.

STEVENSON, 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)

Notary Public Seal
Notary Public in and for the
State of Washington
Residing at White Salmon
My commission expires: 11/19/66

STATE OF)
) ss:
COUNTY OF)

I CERTIFY that the within instrument was received for the record on the day of , 19 , at M., and recorded in book on page , records of said County.

Witness my hand and seal of County affixed.

By _____ Deputy.

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

STATE OF Washington)
) ss:
COUNTY OF Klickitat)

On the 20th day of May, 1963, personally came before me, a notary public in and for said County and State, the within-named **W. F. DAUBENSPECK and LENA E.**

DAUBENSPECK, 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)

Reedley M. Rogers
Notary Public in and for the
State of Washington
Residing at Walla Walla, Wn.

My commission expires: 11/19/66

STATE OF Washington)
) ss:
COUNTY OF Shermania)

I CERTIFY that the within instrument was received for the record on the 31st day of May, 1963, at 9:45 AM., and recorded in book 51 on page 329, records of Deeds of said County.

Witness my hand and seal of County affixed.

Elizabeth O'Neal
By B. Simmons
Deputy.

After recording, please return to:

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

dec 4-8-63