

61625

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, **RONDA ZEVELY LUNDY**, also shown of record as **Ronda Lundy**, a widow,

for and in consideration of the sum of **SEVEN HUNDRED FIFTY** - - - - -

- - - - - Dollars ( \$ 750.00 ),

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:

That portion of Government Lot 11 and the west 46 rods of Government Lot 12 of Section 25, Township 3 North, Range 7½ East, Willamette Meridian, Skamania County, Washington, except any part thereof which lies within the west 18.73 acres of said Government Lot 11 of Section 25, said portion lies within a strip of land variable in width, the southerly boundary of said strip being 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 line, as shown in a Judgment on a Declaration of Taking in the District Court of the United States for the Western District of Washington, Southern Division, Civil Cause No. 34 in said Court, recorded on February 6, 1939, under Auditor's File No. 26971, records of said County, and the northerly line of said variable strip lying 75 feet distant northerly from and parallel with the survey line for the Stevenson Tap to Bonneville-Alcoa No. 1 and 2 transmission lines 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 364 + 09.4, a point in the west line of Section 36, Township 3 North, Range 7½ East, Willamette Meridian, said point being S. 2° 09' 30" W. a distance of 19.8 feet from the southwest corner of Section 25, Township 3 North, Range 7½ East, Willamette Meridian; thence N. 77° 37' 00" E. a distance of 980.8 feet to survey station 373 + 90.2; thence N. 71° 01' 20" E. a distance of 1774.1 feet to survey station 391 + 64.3 back = 392 + 00.0 ahead; thence N. 69° 57' 30" E. a distance of 748.7 feet to survey station 399 + 48.7, a point in the north-south quarter section line of said Section 25, said point being N. 0° 42' 20" E. a distance of 1059.3 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 beyond the outside limits of the right of way at angle points;



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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 : ~~and no provision shall be made for compensation for trees or snags within strips of land~~

<u>Width</u>	<u>Side of Right of way</u>	<u>From</u>	<u>To</u>
30 feet	North	Opposite Survey Station 377 + 70	Survey Station 380 + 50
70 feet	North	Opposite Survey Station 387 + 00	Survey Station 392 + 00
30 feet	North	Opposite Survey Station 392 + 00	Grantor's East Property line

~~side~~ of and contiguous to said right of way that (a) are danger trees on February 11, 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 11, 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 22nd day of

May

, 1963.

Ronda Zevely Lundy  
Ronda Zevely Lundy

STATE OF Washington  
COUNTY OF Skamania ss:

On the 27th day of May, 1963, personally came before me, a notary public in and for said County and State, the within-named **RONDA ZEVELY LUNDY**, 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: 5/31/1965

STATE OF Washington )  
COUNTY OF Skamania ) ss:

I CERTIFY that the within instrument was received for the record on the 5th day of June, 1963, at 9:50 AM., and recorded in book 51 on page 346, records of Deeds of said County.

Witness my hand and seal of County affixed.

[Signature]  
By [Signature] Deputy.

After recording, please return to:

flp 5-4-63

RECORDS SECTION, BRANCH OF LAND  
POWELL POWER ADMINISTRATION  
P.O. BOX No. 3621  
PORTLAND, OREGON