

61718

Tract No. ST-890K

51 363

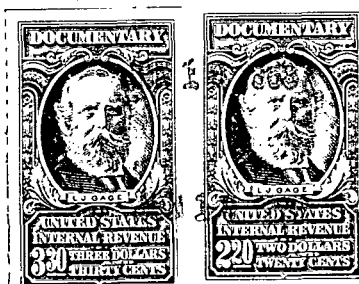
TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, W. R. SHORES, a single man,

for and in consideration of the sum of FOUR THOUSAND SIX HUNDRED - - - - -  
- - - - - Dollars ( \$ 4,600.00 ),  
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 a tract of land in the B. B. Bishop Donation  
Land Claim No. 39, Section 16, Township 2 North, Range 7 East,  
Willamette Meridian, Skamania County, Washington, lying northerly  
of the centerline of Skamania County Road No. 32 (Moffet -Carpenter  
Road), southeasterly of the centerline of the right of way of the  
Northwestern Electric Company (Pacific Power & Light Company), which  
lies within a strip of land 87.5 feet in width, lying on the north-  
westerly side of, running parallel with, and adjoining the existing  
300-foot right of way of the United States of America for its Bonne-  
ville Power Administration's Bonneville-Coulee transmission lines,  
the location of said 300-foot right of way 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,

It is understood and agreed that the consideration stated above includes  
payment for the building encroaching on the right of way and that title to the  
entire building shall vest in the UNITED STATES OF AMERICA and may be disposed  
of as it sees fit.



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 <sup>a</sup>strip of land 85 feet in width on the ~~side of and~~ ~~feet in width on each~~ northwesterly

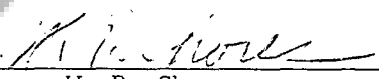
side of and contiguous to said right of way that (a) are danger trees on April 5, 1963, (hereinafter called "present danger trees") or (b) become danger trees thereafter (hereinafter called "future danger trees"). The right to top, limb or fell danger trees outside of said strip (hereinafter called "additional 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 April 5, 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 12 day of June, 1963

  
W. R. Shores

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

STATE OF Oregon )  
COUNTY OF Bonglas ) ss:

On the 12 day of June, 1963, personally came before me, a notary public in and for said County and State, the within-named W. R. SHORES, a single man,

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

W. E. Johnson  
Notary Public in and for the  
State of Oregon  
Residing at Portland

My commission expires Sept. 20, 1965

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss:

I CERTIFY that the within instrument was received for the record on the 19th day of June, 1963, at 11:30 A.M., and recorded in book 51 on page 363, records of DEEDS of said County.

Witness my hand and seal of County affixed.

Evelyn O'Neal

By Verna Barnett  
Deputy.

After recording, please return to:

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

dec 6-8-63