

61735

Tract No.

ST-33 and
ST-35

51 PAGE 368

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, J. H. BAXTER & CO., a California corporation,

for and in consideration of the sum of ONE HUNDRED TWENTY-FIVE - - - - - Dollars (\$125.00),
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 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:

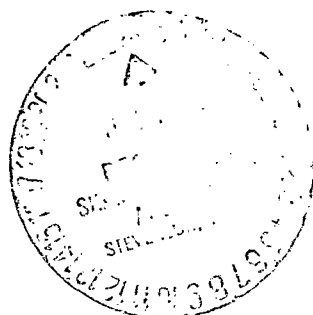
ST-33:

That portion of Government Lot 12 of Section 25, Township 3 North Range 7 $\frac{1}{2}$ East, Willamette Meridian, Skamania County, Wash gton, except the west 46 rods thereof, said portion lies within a strip of land 100 feet in width, lying on the northwesterly side of, running parallel with, and adjoining the existing 300-foot right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission lines.

ST-35:

That portion of the W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, Township 3 North, Range 7 $\frac{1}{2}$ East, Willamette Meridian, Skamania County, Washington, which lies within a strip of land 87.5 feet in width, lying on the northwesterly side of, running parallel with, and adjoining the existing 300-foot right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission lines.

The 300-foot right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission lines is shown in Judgment on Declaration of Taking entered 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 Deed records of Skamania County, Washington, in Volume 27, page 315, under Auditor's file No. 26971.



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 60 feet in width on the northerly side of and 60 feet in width on the southerly side of the line between Grantor's southerly property line in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and easterly property line in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 25, Township 3 North, Range 7 $\frac{1}{2}$ East, Willamette Meridian,

~~side of~~ and contiguous to said right of way that (a) are danger trees on February 28, 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 28, 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.

IN WITNESS WHEREOF, J. H. BAXTER & CO., a California corporation, has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed this 14th day of June, 1963.

~~Executed this day of~~

J. H. BAXTER & CO.

By: *Walter D. Spivey*
Vice President

ATTEST:

W. H. Massman
SECRETARY

(SEAL)

(Corporate Form)

STATE OF Oregon)
) ss:
COUNTY OF Lane)

On this 14th day of June, 1963, before me personally appeared Willard O. Spies and Vice President and of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated ~~that~~ he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

John L. Kennedy
Notary Public in and for the
State of Oregon
Residing at Eugene

My commission expires:
November 12, 1966

STATE OF CALIFORNIA,
City and County of San Francisco } ss.
On this 17th day of June, 1963, in the year one thousand nine hundred and sixty-three, before me, Jean V. Kennedy, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared R. E. Mossman, known to me to be the Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Jean V. Kennedy
Notary Public in and for the City & County of San Francisco
My Commission Expires Sept. 30, 1966
JEAN V. KENNEDY
State of California.

Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1) 41976

The within instrument was received for the record on the 24th day of June, 1963, at 9:45 A.M., and recorded in book 51 on page 368, records of ~~Marina~~ County, (State).

Evelyn O'Neal
By *V. Barnett* Deputy.

Upon recordation, please return to:

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