

61759

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, HAZEL O. PRICE, a widow,

for and in consideration of the sum of TWO HUNDRED NINETY-
----- Dollars (\$ 290.00),
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 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 NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 29, 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, 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; the northerly boundary of said strip of land lies parallel with and 62.5 feet distant northerly from the survey line for the Stevenson Tap to Bonneville-Alcoa No. 1 & 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 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;



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 ~~from the right of way to the~~ ~~side of and~~ ~~from the right of way to the~~

<u>Width</u>	<u>Side of Right of Way</u>	<u>From</u>	<u>To</u>
50 feet	North	Opposite survey station 495 + 22	Opposite survey station 505 + 00
20 feet	North	Opposite survey station 505 + 00.	Opposite survey station 508 + 32.5

side of and contiguous to said right of way that (a) are danger trees on the date hereof

(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 the date hereof, 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

19th

day of

June

1963

Hazel O. Price

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

STATE OF Washington)
COUNTY OF Clark) SS:

On the 19th day of June, 1963 personally came before me, a notary public in and for said County and State, the within-named
HAZEL O. PRICE, 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)

J. J. J. J.
Notary Public in and for the
State of Washington
Residing at Vancouver
My commission expires:
5-3-1965

STATE OF Washington)
COUNTY OF Skamania) SS:

I CERTIFY that the within instrument was received for the record on the 27 day of June, 1963, at 8:40 A. M., and recorded in book 51 on page 379, records of Deeds of said County.

Witness my hand and seal of County, affixed.

Evelyn O'Neal
By _____ Deputy.