

61828

BOOK 51 411

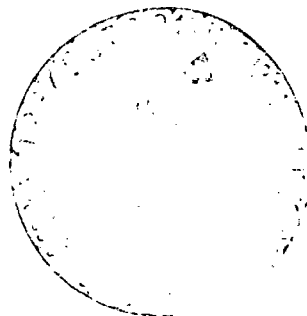
Tract No. ST-28

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, FRANK A. WACHTER, the unmarried surviving spouse of Agnes H. Wachter, deceased, owner, and ELTON D. NEAD and PATRICIA L. NEAD, husband and wife, contract purchasers,

for and in consideration of the sum of FIVE HUNDRED - - - - -  
- - - - - Dollars ( \$ 500.00 ),  
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:

That portion of that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 25, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, described as beginning at the northeast corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 25; thence West a distance of 66 rods and 6 feet to a Skamania County Road known as Kanaka Creek Road; thence along meanders of said road to the south line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 25; thence East a distance of 14 rods and 13 feet to the southeast corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 25; thence North a distance of 80 rods to the point of beginning, said portion lies within a strip of land 87.5 feet in width, lying on the northerly 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 survey line of said 300-foot right of way being 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 Volume 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 70 feet in width on the northerly side ~~of said right of way~~ ~~from opposite survey station 347+00 to opposite survey station 348+00 and 40 feet in width on the northerly side from opposite survey station 348+00 to Grantors' east property line~~

~~XXXX~~ and contiguous to said right of way that (a) are danger trees on January 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 January 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.

Dated this 7 day of May, 1963

Frank A. Wachter  
Frank A. Wachter

Elton D. Nead  
Elton D. Nead

Patricia L. Nead  
Patricia L. Nead

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

STATE OF Washington )  
COUNTY OF Shannon ) ss:

On the 7th day of May, 1963, personally came before me, a notary public in and for said County and State, the within-named FRANK A. WACHTER

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)

H. H. H. H.  
Notary Public in and for the  
State of Washington  
Residing at Vancouver  
My commission expires: 5/2/1965

STATE OF Washington )  
COUNTY OF Shannon ) ss:

On the 7th day of May, 1963, personally came before me, a notary public in and for said County and State, the within-named ELTON D. NEAD and PATRICIA L. NEAD, 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)

H. H. H. H.  
Notary Public in and for the  
State of Washington  
Residing at Vancouver  
My commission expires: 5/2/1965

STATE OF WASH. )  
COUNTY OF SEAMANIA ) ss:

I CERTIFY that the within instrument was received for the record on the 11th day of JULY, 1963, at 8:30 A M., and recorded in book 51 on page 411, records of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn O'Neal  
By S. S. S. S. Deputy.

After recording, please return to:

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