

61850

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, J. H. BAXTER & CO., a California corporation, successor to Baxco Corp. in statutory merger,

for and in consideration of the sum of - - - - - ONE HUNDRED FIFTEEN - - - - -
- - - - - Dollars (\$ 115.00),
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 north 546 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35,
Township 3 North, Range 7 East, Willamette Meridian, Skamania
County, Washington, which lies within a strip of land 100 feet
in width, the boundaries of said strip lying 50 feet distant from,
on each side of, and parallel with the survey line for the Stevenson
Tap to Bonneville-Alcoa No. 1 and 2 transmission line as now located
and staked on the ground over, across, upon, and/or adjacent to the
above described property, said survey line being particularly des-
cribed as follows:

Beginning at survey station 256+92.6 a point in the south line
of said Section 35, said point being S. 88°30'10" E. a distance of
2075.7 feet from the southwest corner of said Section 35; thence
N. 40°32'30" E. a distance of 1530.6 feet to survey station 272+23.2;
thence N. 28°21'20" E. a distance of 4429.4 feet to survey station
316+32.6 a point in the east line of said Section 35, said point
being S. 1°13'20" W. a distance of 170.2 feet from the northeast
corner of said Section 35.



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 50 feet in width on the westerly side of and 50 feet in width on the easterly

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.

Dated this 2nd day of July, 1963

J. H. BAXTER & CO.

By: *William C. Spence*

William C. Spence
SECRETARY

BPA 175
Rev. 8-12-53

(Corporate Form)

STATE OF OREGON)
) ss:
COUNTY OF LANE)

On this 2nd day of July, 1963, before me personally appeared Willard O. Spies and Vice President and to me known to be the 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 he was 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)

W. B. Roschman

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 8th day of July, 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. B. MOSSMAN, Secretary known to me to be the 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.

Notary Public in and for the City & County of San Francisco

JEAN V. KENNEDY

Notary Public in and for the
State of California with
Principal Office in the City
and County of San Francisco
State of California.

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

My Commission Expires Sept. 30, 1966

The within instrument was received for the record on the 16 day of July, 1963, at 8:45 A.M., and recorded in book 51 on page 422, records of Shasta County, (State).

Eugene O'Neal
By *S. Summers* Deputy.

Upon recordation, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 2132 3621
PORTLAND 8, OREGON