

TRANSMISSION LINE EASEMENT

12977

The GRANTOR, herein so styled whether one or more, **WILLIAM J. WINEBERG**, also known as **Wm. J. Wineberg**, individually and as Executor of the estate of **JANET R. WINEBERG**, deceased,

for and in consideration of the sum of **-ONE THOUSAND SEVEN HUNDRED FIFTY-** - - - - -
- - - - - Dollars (\$ 1,750.00),
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 the $S\frac{1}{2}NE\frac{1}{4}$ of Section 30, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, and that portion of the $SE\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}$ of said Section 30 which lies southwesterly of a straight line running from the northwest corner to the southeast corner of the $NE\frac{1}{4}NE\frac{1}{4}$ of said Section 30, which portions lie 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-Coulee transmission lines, the location of said 300-foot right of way being shown in Judgment on Declaration of Taking entered in Docket No. 34 of the District Court of the United States for the Western District of Washington, Southern Division, a certified copy of said Judgment being recorded on February 6, 1939, in Book 27, page 315, under Auditor's File No. 26971; the northwesterly boundary of said strip of land lies parallel with and 75 feet distant northwesterly from the survey line for the Stevenson Tap to Bonneville-Alcoa No. 1 and 2 transmission line between the west line of the $SW\frac{1}{4}NE\frac{1}{4}$ of said Section 30 and the east line of said $SW\frac{1}{4}NE\frac{1}{4}$, 50 feet distant northwesterly from and parallel with said survey line from said east line of said $SW\frac{1}{4}NE\frac{1}{4}$ to the line described above which runs from the northwest to the southeast corner of the $NE\frac{1}{4}NE\frac{1}{4}$ of said Section 30, said survey line for the Stevenson Tap to Bonneville-Alcoa No. 1 and 2 transmission line as now staked on the ground over, across, upon, and/or adjacent to the above-described property is more particularly described as follows:

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 equals 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 Sections 29 and 30, said Township and Range, 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.

This easement shall include the right to install guys and anchors beyond the right of way limits at angle points.

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 ~~located on the~~ ~~subdivided~~ ~~located on the~~

Width in feet	Side of Right of way	From	To
35	Northerly	West line of SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 30, T3N, R8E, W.M.	Opposite survey station 458+00
50	Northerly	Opposite survey station 458+00	Opposite survey station 460+00
50	Northerly	Opposite survey station 464+00	East line of SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 30, T3N, R8E, W.M.
65	Northerly	East line of SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 30, T3N, R8E, W.M.	Grantor's east property line in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 30, T3N, R8E, W.M.


~~located~~ and contiguous to said right of way that (a) are danger trees on May 8, 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.

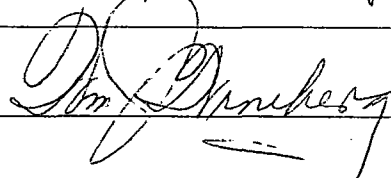
TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

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 May 8, 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 26th day of November, 1963

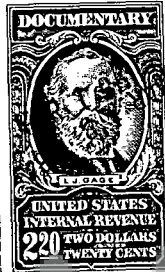
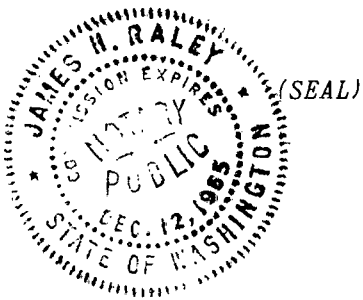

 William J. Wineberg, Individually and as
 Executor of the Estate of Janet R. Wineberg, deceased



STATE OF Washington)
) ss:
COUNTY OF CLALLAM)

On the 26th day of November, 1963, personally came before me, a notary public in and for said County and State, the within-named WILLIAM J. WINEBERG, individually and as Executor of the estate of Janet R. Wineberg, deceased, 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.



James H. Raley
Notary Public in and for the
State of Washington
Residing at Vancouver

My commission expires: 12/12/65



STATE OF WASHINGTON)
) ss:
COUNTY OF SKAMANIA)

I CERTIFY that the within instrument was received for the record on the 13 day of MARCH, 1964, at 2.50 PM., and recorded in book 52 on page 357, records of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn O'Neal
By J. Simmons Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. ~~300~~ 3621
PORTLAND 8, OREGON

pmp 7-25-63