

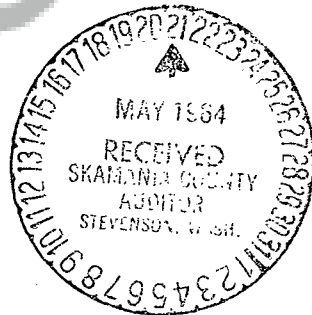
TRANSMISSION LINE EASEMENT

52-481

The GRANTOR, herein so styled whether one or more, **BRUCE STARKER and ELIZABETH BOND STARKER, husband and wife,**

for and in consideration of the sum of **ONE HUNDRED-** -----
----- Dollars (\$ 100.00),
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 the south 430 feet of Government Lot 8, Section 16,
Township 2 North, Range 7 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,
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;



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 20 feet in width on the ~~northwesterly side of and~~ ~~contiguous to~~ ~~said right of way~~ ~~that (a) are danger trees on~~ ~~(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 strip (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.

side of and contiguous to said right of way that (a) are danger trees on April 15, 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 strip (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 April 15, 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 20th day of MARCH, 1964.

Bruce Starker
Bruce Starker
Elizabeth Bond Starker
Elizabeth Bond Starker

STATE OF *Oregon*)
) ss:
COUNTY OF *Benton*)

On the *20th* day of *March*, 19*64*, personally came before me, a notary public in and for said County and State, the within-named

BRUCE STARKER and ELIZABETH BOND STARKER, 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)

Joy A. Martin

Notary Public in and for the
State of *Oregon*
Residing at *Cornwallis, Ore*

My commission expires: *9-21-65*

Unofficial Copy

STATE OF *Washington*)
) ss:
COUNTY OF *SKAMAMIA*)

I CERTIFY that the within instrument was received for the record on the *21* day of *May*, 19*64*, at *12:50 P.M.*, and recorded in book *52* on page *491*, records of *Deeds* of said County.

Witness my hand and seal of County affixed.

Evelyn O'Neal

By *S. Simmons*

Deputy.