

03717

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, KATHERINE G. MELONAS, a widow, and GEORGE VICHAS and HELEN VICHAS, husband and wife at the time of acquiring title and ever since,

for and in consideration of the sum of - - - - - ONE THOUSAND ONE HUNDRED - - - - - Dollars (\$1,100.00 ),

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 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 E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , the SE $\frac{1}{4}$ NE $\frac{1}{4}$  and the S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 35, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, which lies southwesterly of Skamania County Road known as Farm to Market Road No. 2, Lat. Highway No. 2 and Mapleway Road, said portion lies within a strip of land 100 feet in width from the south line of the S $\frac{1}{2}$ NE $\frac{1}{4}$  of said Section 35 to the centerline of a Skamania County Road known as Ryan-Allen Road and 125 feet in width from said centerline to the centerline of said Skamania County Road known as Farm to Market Road No. 2, the boundaries of said 100-foot 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 and the boundaries of said 125-foot strip lying 62.5 feet distant from, on each side of, and parallel with said survey line, said survey line being particularly described 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+52.6 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 60 feet in width on the Northwestern side ~~of and opposite survey station 292+20 and 50 feet in width on the Southeastern side from opposite survey station 298+00~~ from the south line of the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  to opposite survey station 292+20 and 50 feet in width on the Southeastern side from opposite survey station 298+00 to opposite survey station 302+00; also one danger tree 125 feet Northwesternly of and opposite survey station 299+20,

~~and~~ and contiguous to said right of way that (a) are danger trees on March 14, 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 March 14, 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 18th day of June, 1964.

Katherine G. Melonas  
Katherine G. Melonas

George Vichas  
George Vichas

Helen Vichas  
Helen Vichas

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

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF Skamania )

On the 18th day of June, 1964, personally came before me, a notary public in and for said County and State, the within-named KATHERINE G. MELONAS, 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.



*Robert J. Salvesen*

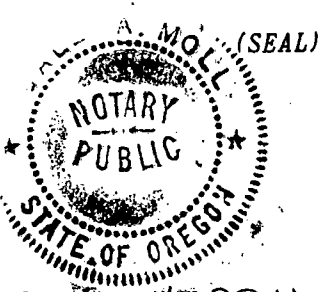
Notary Public in and for the State of Washington Residing at Stevenson therein.

My commission expires: September 21, 1965.

STATE OF Oregon )  
 ) ss:  
COUNTY OF Umatilla )

On the 22 day of June, 1964, personally came before me, a notary public in and for said County and State, the within-named GEORGE VICHAS and HELEN VICHAS, 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.



*Dale A. Moll*  
Notary Public in and for the State of Oregon Residing at Pendleton, Oregon

My commission expires: My Commission Expires Jan. 15, 1965

STATE OF WASH )  
 ) ss:  
COUNTY OF SCAMANIA )

I CERTIFY that the within instrument was received for the record on the 31 day of July, 1964, at 12:30 PM., and recorded in book 53 on page 122, records of Deeds of said County.

Witness my hand and seal of County affixed.

*Everett O. Neal*  
By *J. J. Simmons* Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. 3621