

66389

Tract No. ST-3LW

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more,

FRED McKAY and ELIZABETH McKAY, husband and wife,

for and in consideration of the sum of - SEVEN HUNDRED - - - - -  
- - - - - Dollars ( \$ 700.00 ),  
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 Government Lot 10 and the west 18.63 acres of  
Government Lot 11 of Section 25, Township 3 North, Range 7½  
East, Willamette Meridian, Skamania County, Washington, which  
lies within a strip of land variable in width, the southerly  
boundary of said strip being the northerly boundary of the  
existing right of way of the United States of America for its  
Bonneville Power Administration's Stevenson (Carson) Tap to  
Bonneville-Alcoa No. 1 and No. 2 transmission lines, the survey  
line of said right of way being described in that certain ease-  
ment dated May 1, 1963, recorded in Book 51, page 272, Auditor's  
File No. 61519, Deed Records of said County, and the northerly  
boundary of said strip lying 50 feet northerly from and parallel  
with a line described as follows:

Beginning at Engineer's Station 367+27.9, North 77°37'00"  
East, 318.5 feet from a point South 2°09'30" West 19.8  
feet from the southwest corner (Y=140,979.9, X=1,647,911.5,  
Washington - South Zone) of Section 25, Township 3 North,  
Range 7½ East, Willamette Meridian.

From the point of beginning, North 71°26'45" East, 416.47  
feet to Engineer's Station 371+44.37 Back = 371+47.43  
Ahead; North 73°05'45" East, 2016.87 feet to Engineer's  
Station 391+64.3 Back = 392+00.0 Ahead, South 69°57'30"  
West, 748.7 feet from a point North 0°42'20" East 1059.3  
feet from the quarter section corner in the south line  
of said Section 25.

Together with all necessary and convenient access over, along  
and across existing roads on premises owned by the Grantor  
within existing Bonneville Power Administration easements;

This easement shall include the right to install and maintain guys and anchors  
beyond the outside limits of the right of way 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 75 feet in width on the Northerly side of said ~~feet provided to be~~

~~side of~~ and contiguous to said right of way that (a) are danger trees on August 27, 1965 (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 August 27, 1965, 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 10th day of February, 19 66.

*Fred McKay*  
Fred McKay

*Elizabeth McKay*  
Elizabeth McKay

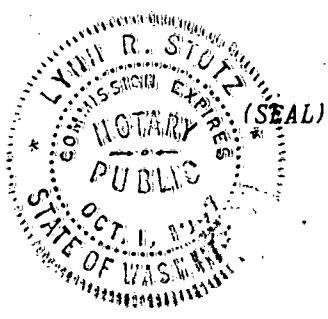
(Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon)

STATE OF *Washington*, )  
COUNTY OF *Clark* ) ss:

On the *10* day of *February*, 19*66*, personally came before me, a notary public in and for said County and State, the within-named

*FRED McKAY and ELIZABETH McKAY, 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.



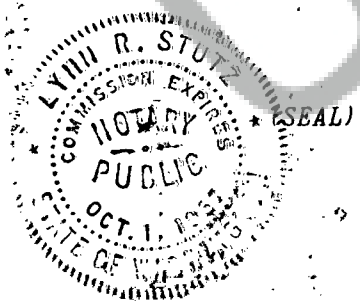
*Lynn R. Stutz*  
Notary Public in and for the  
State of *Washington*  
Residing at *Vancouver*  
My commission expires: *10-1-67*

STATE OF *Washington*, )  
COUNTY OF *Clark* ) ss:

On the *10* day of *Feb.*, 19*66*, personally came before me, a notary public in and for said County and State, the within-named

to me personally known to be the identical person 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.



*Lynn R. Stutz*  
Notary Public in and for the  
State of *Washington*  
Residing at *Vancouver*  
My commission expires: *10-1-67*

STATE OF *Washington*, )  
COUNTY OF *Skamania* ) ss:

I CERTIFY that the within instrument was received for the record on the *14* day of *Feb.*, 19*66*, at *9:00 AM.*, and recorded in book *55* on page *315*, records of *Deed* of said County.

Witness my hand and seal of County affixed.



*S. P. Todd*  
By *E. Moxford*  
Deputy.

After recording, please return to:  
hr. 2-4-66

TITLE SECTION, BRANCH OF LAND  
BONNEVILLE POWER ADMINISTRATION  
P.O. BOX No. ~~3000~~  
PORTLAND 8, OREGON 97208