#\DIS 1-12-43 1818

Tract No. Ha-0-628

72551

## TRANSMISSION LINE EASEMENT

The GRANTOR, herein so style | whether one or more, J. WARNER HENDERSON and IREME HENDERSON, amadems and wife on Jone 26, 1967 date of acquiring title,

for and in consideration of the sum of — THREE THOUSAND AND FIFTY — — — — Dollars (\$ 3,050.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, barguing, 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 lineax 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-witt

That portion of a strip of land 12.5 feet wide which lies within the following:

The SWANDA of Section 11, Township 3 North, Range 9 East, Willametts Heridian, Skamania County, Washington.

Said strip of land is parallel with, lies on the northerly side of and adjoins the existing 300-foot right of way of the Bonneville Power Administration's Mclary-Ross transmission line, the survey line of said 300-foot right of way being described in that sertain essence deed dated August 14 1953, recorded in Book 37, page 1h0, File No. 15510, Deed records of said County;

tagether with all necessary and convenient access over, along and across existing roads or promises owned by the Crentor within existing Bonnaville Power Administration easements.

- 1. It is agreed that may damage to Grantor's agricultural crops, fences, or irrigation or drainage systems, on the right of way resulting from and in the course of continuous reconstruction or maintenance of the transmission line or lines shall be repaired, replaced or paid for by the United States of America or its contractor. Where payment is made, the amount of damages will be determined by an appraisal made by the limited States of America.
- 2. The United States of America shall have the right to grade, cultivate, plant and raintain grass, shrubs, or other cover or ornamental plants upon the portion of the right of way not otherwise being utilized by Grantor.
- 3. For the purpose of preserving the natural appears to of the right of way, it is agreed by the Grantor and the United States of America that the right of way shall not be used for the accumulation or dumping of litter, trush or other foreign material. The United States of America agrees that any such accumulations resulting from its entry upon the right of way for construction or maintenance purposes will be removed or disposed of by the United States of America or its contractor.

As part of the consideration for this grant, it is agreed that the foregoing provisions numbered 1, 2 and 3, shall hereinafter also apply to the previously existing right agree on Granton's property described in the customent dated August 19, 1953, recorded in Book 37, page 140, File No. 18910, Deed records of Skamania County, Washington;



together with the present and future right to clear said right of way and keep the same clear of brush, rimber, structimes and fine hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees; and also the present and smark 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 35 feet of the described; within 35 provided, however, it is agreed that compensation is Lycluded in the consideration stated above for trees or snags THE CHARLES HE RESIDENCE HE nderson and description of the second Mirking Regions Selected outlined in green on Drawings, Serial Non. 150431 DTM-D and 150432 DTM-D attached hereto and by this reference made a part horeof, and

Dougles Fir on the northerly side of the right of way, 130 feet from the survey line Opp. survey station 6956+60

June 30, 1970

sistent and contiguous to said right of way that (a) one danger trees on June 30, 1970

(hereinafter called "present danger trees") contributer with the said the sai the result of the result of 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 beer aut, and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting sv. a additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES GF AMERICA, such payment to be made within a reasonable period of time after they have been so cut.

TO MAVE 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, , and the title to timber or structures existing upon the right of way on June 30, 1970 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 about the control of the control countries, 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 me free and clear of encumbrances, except as above indicated; and that Grantes will forever warrant and defend the title to said casement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 11 th day of X lapto.	J. Warner Henderson  Trene Henderson
	•

(Standard form of acknowledgment approved for use with all conveyances in Nashington and brugon)

STATE OF Chee COUNTY OF HOOR River

On the // day of A per , 1976, personally came before me, a notary public in and for said County and State, the within-named J. WAEMER HENDELSON and IRESE HENDELSON.

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 free and voluntary act and deed, for the uses and purposes therein as thear mentioned.

GIVEN under my hand and official seal the day and year last above written.

" annumum ORE MEHA COTARY

Notary Public in and for the State of Ore or Residing at

Hy commission expires: 17/8/23

STATE OF Stacking Tax COUNTY OF Shamanen )

I CERTIFY that the within instrument was received for the record on the 16 day of Sept. , 1970, at 1300 M., and recorded in book \$1.2 on page 114, records Weeds of said County.

fitness my hand and seal of County affixed.

Debuty

After tecording, please return to,

dju 8-19-70

TITLE SECTION, BRANCH OF LAND BONNEVILLE POWER ADMINISTRATION P.O. BOX No. 3621 PURTLAND, OREGON 97398



