

SP-1018
RPT. M. 11-68
N/DTS

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TRANSMISSION LINE EASEMENT

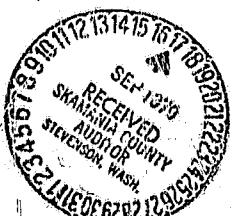
The GRANTON, herein so styled whether one or more, E. PRESTON ASH, also known as E. P. Ash and Preston Ash, and GERTRUDE E. ASH, also known as Gertrude Ash, husband and wife,

for and in consideration of the sum of -- **SIX THOUSAND NINE HUNDRED FIFTY** - - - - -
- - - - - Dollars (\$ 6,950.00),
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 line (X) 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:

As described in Exhibit A attached hereto and by this reference made a part hereof; 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.

1. It is agreed that any damage to Grantor's agricultural crops, fences, or irrigation or drainage systems on the right of way resulting from and in the course of construction, 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 United States of America.
 2. The United States of America shall have the right to grade, cultivate, plant and maintain grass, shrubs, or other cover or ornamental plants upon the portion of the right of way not otherwise being utilized by the Grantor.
 3. For the purpose of preserving the natural appearance 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, trash 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 a part of the consideration for this grant it is agreed that the foregoing provisions numbered 1, 2, and 3, shall hereafter also apply to the existing right of way on the Grantor's property described in the easement deed dated May 14, 1953 and recorded June 16, 1953, in Book 36, page 471, under Auditor's file No. 45591, 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, 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 ~~dangerous~~ 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 ~~any portion 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 ~~for such trees and snags~~ ~~as may be required for the construction and maintenance of the electric transmission facilities herein-before described;~~

shown colored in green on segments of BPA Drawings No. 150444 DTM-D and 150445 DTM-D, marked Exhibit B and Exhibit C, attached hereto and by this reference made a part hereof,

~~strips~~ and contiguous to said right of way that (a) are danger trees on August 4, 1970 (hereinafter called "present danger trees") ~~and (b) additional danger trees outside of said strips~~ ~~which may be cut at any time~~ The right to top, limb or fell danger trees outside of said strips (herein-after 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 4, 1970, 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 such trees and snags shall vest in the United States of America upon their being cut pursuant to the terms hereof 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.~~

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 September, 1970

E. Preston Ash

Gertrude E. Ash

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

STATE OF Washington)
COUNTY OF Shamania) ss:

On the 17th day of September, 1970, personally came before me, a notary public in and for said County and State, the within-named E. PRESTON ASH and GERTRUDE E. ASH, 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.

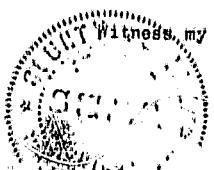
GIVEN under my hand and official seal the day and year last above written.



J. D. Allen
Notary Public in and for the
State of Washington
Residing at Vancouver
My commission expires:
3/24/73

STATE OF Washington)
COUNTY OF Shamania) ss:

I CERTIFY that the within instrument was received for the record on the 17 day of Sept, 1970, at 9:30 A.M., and recorded in book 62 on page 120, records of Shamania or said County.



By E. M. Marshall
Deputy

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3621
PORTLAND, OREGON 97208

No. 0-663

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

SW 1/4 of NE 1/4 of Section 24, Township 3 North, Range 7 East,
Willamette Meridian, Skamania County, Washington.

Said strip of land lies on the northerly side of, runs parallel with, and adjoins the existing 300-foot right of way of the U.S.A. Bonneville Power Administration's McNary-Ross transmission line, recorded in Book 36, page 471, Land Records.

No. 0-669 and No. 0-670

That portion of a strip of land 150 feet in width which lies within the following:

The SW 1/4 of Section 23 and the NW 1/4 of Section 26,
Township 3 North, Range 7 East, Willamette Meridian,
Skamania County, Washington, except that portion which
lies within the existing 300-foot right of way of the
U.S.A. Bonneville Power Administration's McNary-Ross
transmission line (recorded in Book 36, page 471, Land
Records).

The boundaries of said strip of land 150 feet on each side of and
parallel with the survey line of the U.S.A. Bonneville Power Administration's
Manford-Ostrander No. 1 transmission line, said survey line is described
as follows:

Beginning at survey station 7655+15.0 in the east line of
said Section 23 at a point which is N1°47'00"E, 726.7 feet
from the southeast corner of said Section 23; thence S65°01'50"N
2577.7 feet to station 7680+92.7; thence S3°45'30"E, 4392.6
feet to station 7729+84.7 in the south line of said Section
26 at a point which is S89°04'10"E, 710.6 feet from the
south quarter corner of said Section 26.

In reading of said survey line refer to the Washington Coordinate System
for South 2000.

EXHIBIT A

Ha-O-APR-144-

EQ - 7605+55.7 Bk= 150
 7605+64.3 Cr 150
 $\Delta 3^{\circ} 18' 20''$
 Y 148167.2
 X 1647035.1

7610+28 Cr
SKAMANIA CO RD

OPP STA 7613+95 145

7614+40.0 BPA MON 110

NW

NE

SW

SE

7616+52 Cr

OPP STA 7625+00 160

7625+50.0 BPA MON 155

NW

NE

SW

SE

