

Tract No. Ra-C-630

12731

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, **JOHN H. JESSUP and MARY MAROE JESSUP,**
husband and wife at the time of acquiring title and ever since,

and in consideration of the sum of **TWO HUNDRED TWENTY** -----
----- Dollars (\$ 220.00),

has 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 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:

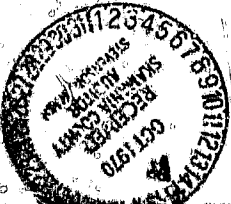
A right of way 12.5 feet wide over and across the following-described tract
of land:

(the Northwest 1/4 of Section 10, Township 3 North, Range 9 East, Willamette
Meridian, Skamania County, Washington, otherwise known as Lot 2 of
Block 5 of Manzana Orchard Tracts.

The right of way is parallel with, lies on the northerly side of and adjoins
the 300 foot right-of-way of the Bonneville River Administration's McNary-
Rosa transmission line, the location of said right of way is shown in that
certain easement deed dated April 16, 1954, recorded in book 38, page 139,
file No. 46990, deed records of said County; 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 deter-
mined 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 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 accumu-
lation resulting from its entry upon the right of way for construction or main-
tenance 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 also apply to the previously existing right of way on
grantor's property described in the easement deed dated April 16, 1954, and recorded
May 21, 1954, in book 38, page 139, deed records of Skamania, Washington;



together with the present ~~landowner's~~ 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 ~~crop~~ 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 35 feet of ~~any conductor~~ of the electric transmission facilities hereinbefore described; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags within strips of land ~~which are within the right of way~~ ~~which are within the right of way~~ ~~which are within the right of way~~

outlined in green on BPA drawing No. 150472 DTH-D, attached hereto and by this reference made a part hereof.

~~which~~ and contiguous to said right of way that (a) are danger trees on July 7, 1970, (hereinafter called "present danger trees"), ~~and those which are located outside of said strips (hereinafter called "additional 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 July 7, 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 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 2nd day of October, 19 70

John M. Jessup
John M. Jessup

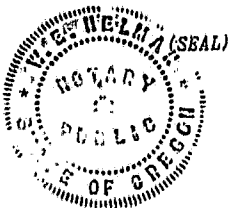
Mary Marge Jessup
Mary Marge Jessup

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

STATE OF Oregon)
COUNTY OF Clatsop) ss:

On the 7 day of October, 1970, personally came before me, a notary public in and for said County and State, the within-named **JOHN M. JESSUP and MARY MARGE JESSUP, 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.



V. E. Helma
Notary Public in and for the
State of Oregon
Residing at Portland

My commission expires:
Sept. 20, 1973

STATE OF Ore)
COUNTY OF Shamania) ss:

I CERTIFY that the within instrument was received for the record on the 15 day of Oct, 1970, at 12:00 M., and recorded in book 62 on page 270, records of Reeds of said County.

Witness my hand and seal of County affixed.



By E. M. [Signature]

dec 8-7-70

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3821
PORTLAND, OREGON 97208

MANZANOLA
3

ORCHARD
3
NW

Ha-0-630

RPA Drawing Serial No. 150432 DTH-D

PP STA 6966+15
6966+90 Cr

PP STA 6971+4.5

973+00.0 BPA MON

6978+56 Cr

+15.0 BPA MON

TA 6985+85

+20 Cr

7/16/13

110'
130'
130'
140'
130'
125'
135'
145'
130'
135'
135'
145'
125'
125'
115'
110'
130'
140'
155'
110'
165'
165'
185'

HANFORD - OSTRANDER
6990

McNARY-ROSS 345 K.V. LINE

DANGER TREE AREA

6970

6970

6980

6980

6990

2

2

5

SE

6

7

SE NW