

ONE-4118
REV. 2-12-65
W/575

Tract No. Hs-0-673

72782

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, CHARLES J. AITKEN, also known as C. J. Aitken, and VERA J. AITKEN, husband and wife,

for and in consideration of the sum of SEVEN HUNDRED SIXTY -----
----- Dollars (\$760.00),

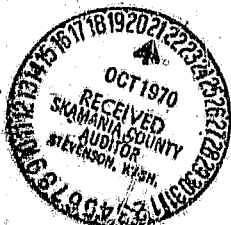
in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate and patrol one line(x) of electric power transmission 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:

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

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.

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.

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.



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 35 feet of ~~any part of the~~ ^{any part 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 ~~located within the~~ ^{located within the} ~~consideration~~ ^{consideration} as shown outlined in given on Bonaville Power Administration drawing No. 150446 attached hereto and by this reference made a part hereof,

~~and~~ and contiguous to said right of way that (a) are danger trees on August 25, 1970, (hereinafter called "present danger trees") ~~and (b) are additional danger trees~~ ^(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 25, 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 7th day of October, 1970

Charles J. Aitken
Charles J. Aitken

Vera J. Aitken
Vera J. Aitken

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

STATE OF Washington }
COUNTY OF King } ss:

On the 7th day of October, 1970, personally came before me, a Notary Public in and for said County and State, the within-named CHARLES J. AITKEN and VERA J. AITKEN, 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.



Otto V. Dolin

Notary Public in and for the
State of Washington
Residing at Overland

My commission expires: 8-19-72

STATE OF Idaho }
COUNTY OF Shoshone } ss:

I CERTIFY that the within instrument was received for the record on the 21 day of October, 1970, at P. 306 M., and recorded in book 62 on page 205, records of Shoshone of said County.



Witness my hand and seal of County affixed.

S. P. Tadd
By E. Meyer Deputy

After recording, please return to:

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

That portion of the following-described tract which lies westerly of a line which is 75 feet easterly from and parallel with the survey line of the U.S.A. Bonneville Power Administration's Hanford-Ostrander No. 1 transmission line:

The SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington.

The survey line for said Hanford-Ostrander No. 1 transmission line is described as follows:

Beginning at survey station 7655+15.0 in the east line of Section 23, said Township and Range, at a point which is S1 $^{\circ}$ 7'00"E 726.7 feet from the southeast corner of said Section 23; thence S65 $^{\circ}$ 01'50"W, 2577.7 feet to station 7660+92.7; thence S3 $^{\circ}$ 45'30"E 4892.0 feet to station 7729+34.7 in the south line of said Section 26 at a point which is S89 $^{\circ}$ 04'10"E, 710.6 feet from the south quarter corner of said Section 26.

The bearings of said survey line refer to the Washington Coordinate System -- South Zone.

