

72488

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, JAMES W. YOUNG and SHIRLEY H. YOUNG, JOHN H. YOUNG, who also appears of record as husband and wife, and/JOHN W. YOUNG, a single man, each as his interest may appear,

for and in consideration of the sum of **SIX HUNDRED EIGHTY** - - - - - Dollars (\$ 680.00),
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(s) 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**, ~~more~~ described on Schedule A attached hereto and by this reference made a part hereof.

1. It is agreed that any damage to Grantor's agricultural crops, fences, or irrigation or drainage system 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 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 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 dated August 15, 1953, recorded September 21, 1953, in book 37, page 201, under auditor's file No. 46003, deed records of Skamania County, Washington.

The rights granted herein include all necessary and convenient access over, along and across existing roads on premises owned by the Grantor within existing Bonneville Power Administration easements;

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 the ~~center line~~ ^{any structure} 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 right of way or adjacent to the same~~

outlined in green on BPA drawing No. 150440 DTM-D, attached hereto and by this reference made a part hereof,

~~and~~ and contiguous to said right of way that (a) are danger trees on June 30, 1970, hereinafter called "present danger trees"; ~~and (b) are danger trees 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 June 30, 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 24th day of August, 1970

James W. Young
James W. Young

Shirley M. Young
Shirley M. Young

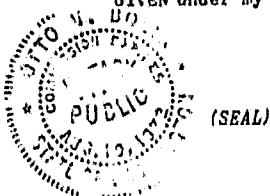
John H. Young
John H. Young

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

STATE OF Washington
COUNTY OF Thurston SS:

On the 24 day of August, 1970, personally came before me, a notary public in and for said County and State, the within-named JAMES W. YOUNG and SHIRLEY M. YOUNG, 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 W. Upmeyer
Notary Public in and for the
State of Washington
Residing at Edmonds
My commission expires: 8-19-72

STATE OF Washington
COUNTY OF Thurston SS:

On the 24 day of August, 1970, personally came before me, a notary public in and for said County and State, the within-named JOHN H. YOUNG, a single man
to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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.

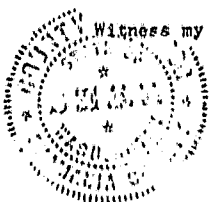


Otto W. Upmeyer
Notary Public in and for the
State of Washington
Residing at Edmonds
My commission expires: 8-19-72

STATE OF Washington
COUNTY OF Thurston SS:

I CERTIFY that the within instrument was received for the record on the 31 day of Aug, 1970, at 11:30 AM, and recorded in book 62 on page 9, records of Thurston County.

Witness my hand and seal of County affixed.



W. P. Tott
By E. Weighard Deputy.

After recording, please return to:

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX 3621
PORTLAND, OREGON 97208

BPA 177
Rev. 9-3-61

dec 8-7-70

Ha-O-652

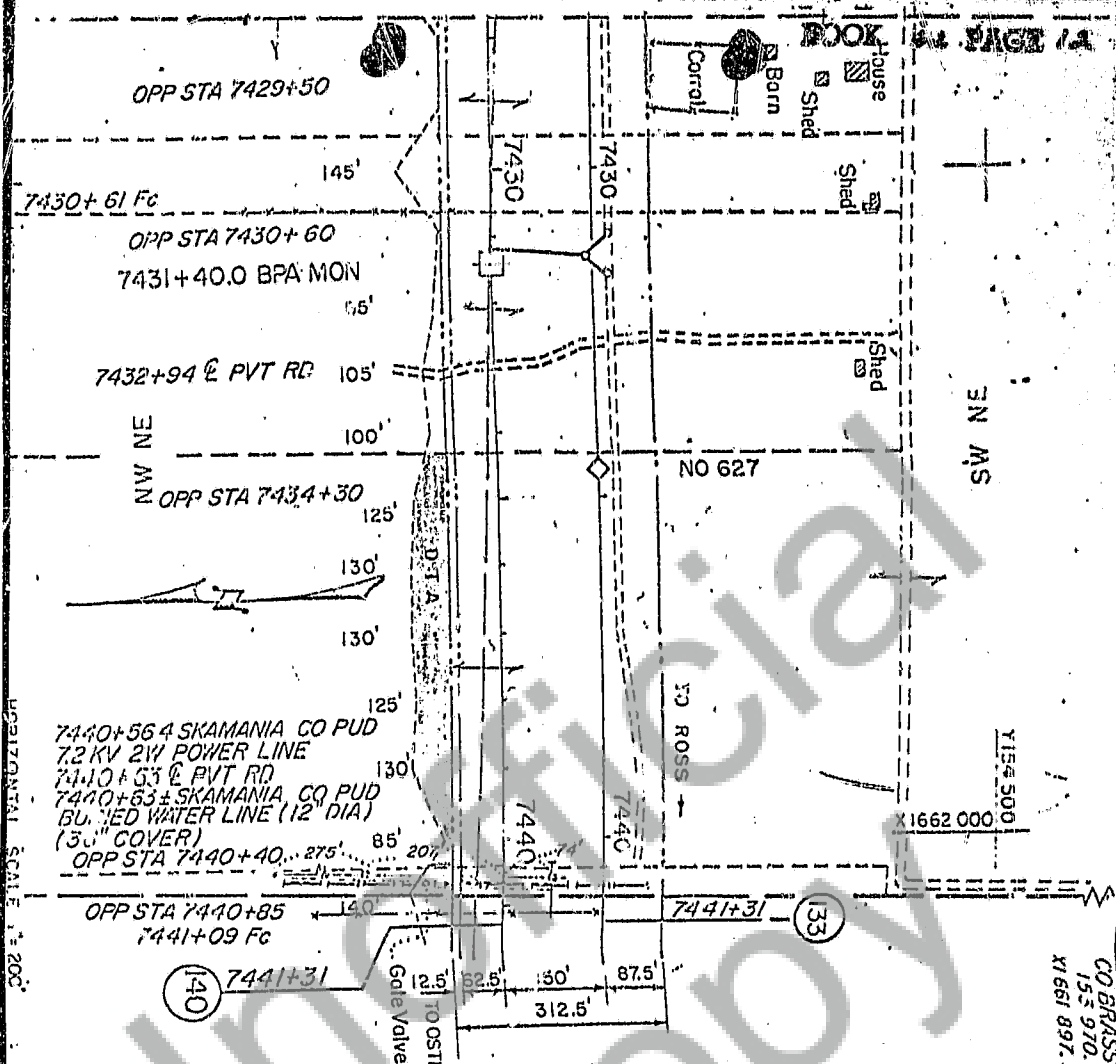
SCHEDULE A

2N-8E-17

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

A tract of land located in the NE $\frac{1}{4}$, Section 17, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, described as follows: Beginning at a point on quarter section line 690 feet North of Southwest corner of NE $\frac{1}{4}$ of said Section 17; thence East 660 feet; thence North to center of channel of Wind River; thence Northwesterly following center of channel of Wind River to intersection with West line of NE $\frac{1}{4}$ of said Section 17; thence South to point of beginning. Except: Beginning at a point on quarter section line 690 feet North of Southwest corner of NE $\frac{1}{4}$ of said Section 17; thence North following quarter section line 1308 feet; thence East 208 feet; thence South parallel to quarter section line 208 feet; thence West 168 feet; thence South parallel to quarter section line 1100 feet to a point East of point of beginning; thence West 40 feet to point of beginning.

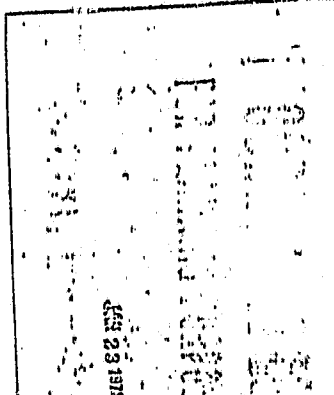
Said strip of land lies on the northerly side of, runs parallel with and adjoins the existing 300 feet right of way of the U.S.A. Bonneville Power Administration's McNary-Ross transmission line, recorded in Book 37, page 201, Deed Records.



HORIZONTAL SCALE 1\"/>

CO BRASS CAP
153 970.4
X1661 897.5

TRACT NO. STA TO STA	NAME	LOCATION
12-C-648 (12-C-112) OPP 7416+10 OPP 7416+16 12-C-112-140-1	STATE OF WASHINGTON (SCHOOL LAND)	12/4/24 SEC 16
12-C-648 (12-C-112) OPP 7416+10 OPP 7426+65	CASCO LIGHT CO	12/4/24 SEC 17



Ha-0-652
HPA Drawing
Serial No. 150440 JTM-D