

SPA 2118
RPM 2-12-65
W/DTS

72545

Tract No. Ha-0-652.1

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, PUBLIC UTILITY DISTRICT NO. 1 of
SKAMANIA COUNTY, a municipal corporation,

for and in consideration of the sum of - TWENTY-FIVE - - - - - Dollars (\$25.00),

has and 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 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:

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

A tract of land 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 the 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-foot right of way of the Bonneville Power Administration's McNary-Ross transmission line, the survey line of said 300-foot right of way being described in that certain easement deed dated August 15, 1953, recorded in Book 37, page 201, Auditor's File No. 46003, Deed records of said County;

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.

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 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 of way on Grantor's property described in the easement dated August 15, 1953, recorded on September 21, 1953 in Book 37, page 201, Auditor's File No. 46003, 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 ~~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~~ ~~the centerline of centerlines 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 ~~within strips of land~~ ~~outlined in green on Bonneville Power Administration Drawing No. 150440 DTM-D attached hereto and by this reference made a part hereof,~~

~~and~~ contiguous to said right of way that (a) are danger trees on August 17, 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 August 17, 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 tree 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.

IN WITNESS WHEREOF, PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY, a municipal corporation, has caused this instrument to be signed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed
Dated this 8th day of September, 1970

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY

(SEAL)

By Rolf E. Juntagard
President
By Ken B. Shaver
James J. Adams

(Corporate Form)

STATE OF Washington)
COUNTY OF Skamania) ss:

On this 8th day of September, 1970, before me personally appeared before me, Ross B. Shepard, Rolf E. Jemtgaard and Sidney G. Adams, Secretary, President and Vice-President of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

(SEAL)

Quentin M. M.
Notary Public in and for the
State of Washington
Residing at Stevenson, Wa.

My commission expires:

Feb 21, 1972



The within instrument was recorded on the
at 10:20 P.M. in Book 62
records of

14 day of Sept
Page 95
Skamania

File No. 72545
County, Washington (State).

By E. M. M.
Deputy.

BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. 3621
PORTLAND, OREGON 97208

djn 8-26-70

NOTAR: BONNEVILLE POWER ADMINISTRATION, PORTLAND, OREGON

BPA 173
REV. July 1962

OPP STA 7429+50

BOOK

House
Shed
Barn
Corral

7430+61 Fc

OPP STA 7430+60

7431+40.0 BPA MON

7432+94 E PVT RD

NW OPP STA 7434+30

7440+36.4 SKAMANIA CO PUD
7.2 KV 2W POWER LINE
7440+63 E PVT RD
7440+63 E SKAMANIA CO PUD
DURIED WATER LINE (12" DIA)
(35" COVER)
OPP STA 7440+40... 275' 85' 207'

OPP STA 7440+85
7441+09 Fc

7441+31

Gate Valve
TO ROSS

X1662 000

Y10.5 970.4
X1661 897.5

HORIZONTAL SCALE 1"=200'

TRACT NO STA TO STA	NAME	LOCATION
13-S-648 (13-S-112) CIP 7385+96 TO CIP 7416+76 13-S-AL-140-1	STATE OF WASHINGTON (SCHOOL LMB)	HE/4N/4 NW/4SE/4 SEC 16
13-S-648 (13-S-113) CIP 7416+76 TO CIP 7423+65	CANSON UNDER CG	PART OF 1E/2E/4 SEC 17

