

Tract No. Ha-0-664

TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, **FURLAY O. SUSEE**, Administrator of the Estate of **William N. Margason and Emma Margason, Deceased**, by authority of the Superior Court of the State of Washington for Skamania County, under Order No. 240742;

for and in consideration of the sum of -- FIVE THOUSAND ----- Dollars (\$5,000.00)

to be 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 direct, 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:

A strip of land 12.5 feet in width which lies within the following:

The ~~EAST~~SW<sup>1</sup> of Section 24, Township 3 North, Range 7 East, Willanette Meridian, Skamania County, Washington.

Said strip of land lies on the northerly side of, runs parallel with and adjoins the existing 300-foot wide right-of-way of the Bonneville Power Administration's McNary-Ross transmission line, acquired and described in Declaration of Taking filed May 3, 1954, under Civil No. 1787.

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 Grantee or its contractor. Where payment is made, the amount of damages will be determined by an appraisal made by the Grantee.
2. The Grantee 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 Grantee 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 Grantee or its contractor.

As 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 previously existing right-of-way on Grantor's property described in Judgment on Declaration of Taking, Civil No. 1787, recorded May 13, 1954, in Book 38, at Page 119, of Deed Records of Skamania County, Washington, under Auditor's File No. 46955.

The rights granted hereunder 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 the 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~~ 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 strip of land ~~located within the right of way~~ outlined in green on EPA Drawing Number 17044, attached hereto as Addendum "A" and by this reference made a part hereof;

~~and contiguous to said right of way that (a) are danger trees on~~ July 24, 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 July 24, 1970, and the 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 3 day of March, 1972

*Shirley O. Susse*  
Shirley O. Susse, Administratrix of the Estate  
of William M. Margason and Emma Margason, Deceased

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

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF CLATSOP )

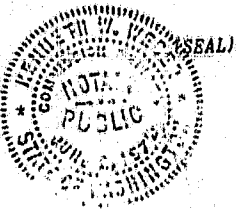
On the 3 day of March, 1972, personally came before me, a notary public in and for said County and State, the within-named SHIRLEY O. SUSEE, Administratrix of the Estate of William M. Margason and Etta Margason, Deceased; to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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.

*[Signature]*

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

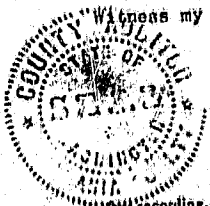
My commission expires: 6-30-74



STATE OF Washington )  
 ) ss:  
COUNTY OF Multnomah )

I CERTIFY that the within instrument was received for the record on the 10 day of March, 1972, at 2:00 P.M., and recorded in book 63 on page 171, records of Deeds of said County.

Witness my hand and seal of County affixed.



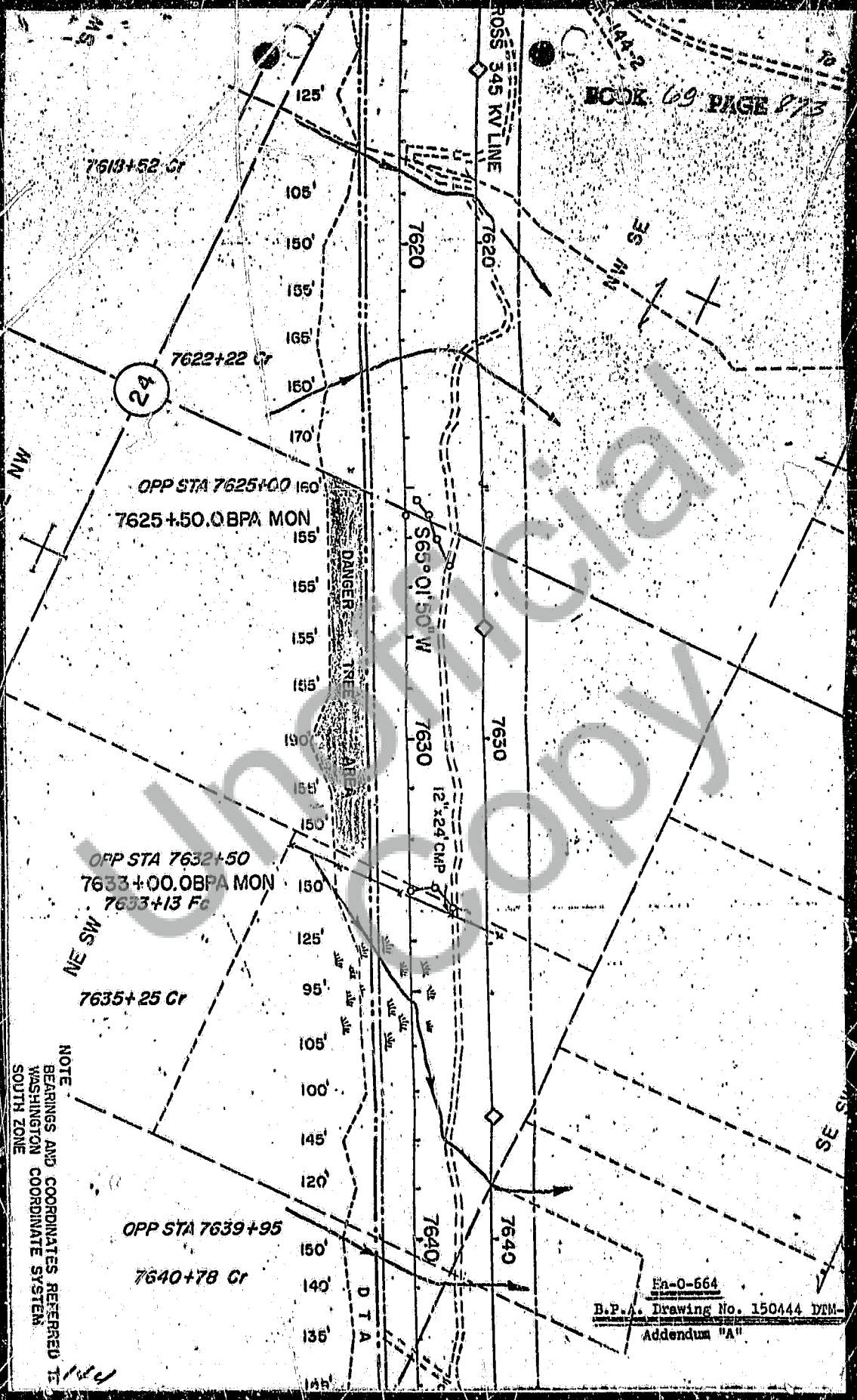
*[Signature]*  
By *[Signature]*  
Deputy

After recording, please return to:  
rls 1-20-72

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

NOTARY  
MAR 1972

UNOFFICIAL COPY



24

7613+52 Cr

7622+22 Cr

OPP STA 7625+00  
7625+50.0 BPA MON

OPP STA 7632+50  
7633+00.0 BPA MON  
7633+13 Cr

7635+25 Cr

OPP STA 7639+95

7640+78 Cr

ROSS 345 KV LINE

DANGER TREE AREA

7620

7620

7630

7630

7640

7640

D T A

S65° 01' 50" W

12" x 24" CMP

NOTE

BEARINGS AND COORDINATES REFERRED TO  
WASHINGTON COORDINATE SYSTEM  
SOUTH ZONE

En-0-664

B.P.A. Drawing No. 150444 DEM-

Addendum "A"