

61420

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTOR, herein so styled whether one or more, **LAWRENCE A. BEAUDRY and**
ALICE N. BEAUDRY, husband and wife, **said Alice N. Beaudry also shown of record as**
Alice M. Beaudry,

for and in consideration of the sum of **-FIVE HUNDRED-** - - - - -
- - - - - Dollars (\$ 500.00),

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 **1 or more** line(s) 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:

That portion of that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29, Township 3 North,
Range 8 East, Willamette Meridian, Skamania County, Washington, lying south
of the southerly boundary of the existing 300 foot right of way of the
United States of America for its Bonneville Power Administration's Bonneville-
Coulee transmission lines, the location of said 300-foot right of way being
shown in Judgment on Declaration of Taking entered in Docket No. 34 of the
District Court of the United States for the Western District of Washington,
Southern Division, a certified copy of said judgment being recorded on
February 6, 1939, in Book 27, page 315, under Auditor's File No. 26971, and
west of the centerline of Secondary State Highway No. 8C (Sprague Landing
and Carson Road), which lies within a strip of land 100 feet in width, the
boundaries of said strip lying 50 feet distant from, on each side of, and
parallel with the survey line for the Stevenson Tap to Bonneville-Alcoa
No. 1 & 2 transmission line as now located and staked on the ground over,
across, upon and/or adjacent to the above described property, said survey
line is particularly described as:

Beginning at survey station 508+32.5, a point in the north-south quarter
section line of said Section 29, which is S. 0°48'30" W. a distance of 1099.9
feet from the quarter section corner in the north line of said section;
thence N. 85°42'00" E. a distance of 344.5 feet to survey station 511+77.0;
thence S. 37°54'10" E. a distance of 1884.6 feet to survey station 530+61.6;
thence S. 80°12'30" E. a distance of 1160.0 feet to survey station 542+21.6,
a point in the east line of said Section 29, which is S. 0°59'20" W. a
distance of 46.3 feet from the quarter section corner in the east line of
said section,



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 30 feet of the centerline or centerlines 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 50 feet in width on ~~on both sides~~ ~~side of~~ ~~said~~ ~~transmission~~ ~~line~~ ~~right of way~~ from opposite survey station 524+00 to the centerline of Secondary State Highway No. 8C; and 2 trees 90 feet southwest of the centerline of the Stevenson Tap to Bonneville-Alcoa No. 1 & 2 transmission line opposite survey station 522+10, ~~and~~ ~~contiguous~~ ~~to~~ ~~said~~ ~~right~~ ~~of~~ ~~way~~ ~~that~~ ~~(a)~~ ~~are~~ ~~danger~~ ~~trees~~ ~~on~~ ~~February 15, 1963,~~

(hereinafter called "present danger trees"), or (b) become danger trees thereafter (hereinafter called "future 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; and

Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA, and its assigns, a permanent easement and right of way for the construction, operation and maintenance of a road approximately 14 feet in width (with such additional widths as are necessary to provide for cuts, fills, and turn-outs and for curves at angle points) on, over, and across the land of the Grantor in a portion of that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 29, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, lying west of Secondary State Highway No. 8C, excepting any portion thereof which lies within the 100-foot right of way for the Stevenson Tap to Bonneville-Alcoa No. 1 & 2 transmission line right of way for the following purposes, namely: the right to enter and to clear of timber, danger trees, and brush; to build, cut, fill, level, grade, drain, surface, maintain, repair and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, as shown colored in red on drawing Serial No. 125909

prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference, made a part hereof.

The Grantor reserves the right of ingress and egress over and across said road and the right to pass and repass along and on said road insofar as the same extends across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the road by the UNITED STATES OF AMERICA, its employees, contractors, agents or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, agents or assigns, the UNITED STATES OF AMERICA, ~~notwithstanding~~ ~~subject to the availability~~ ~~of the appropriations,~~ ~~repair such damage.~~ ~~It is further understood and agreed that the Grantor may erect or maintain fences across such road, provided adequate gates of not less than ten feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.~~ or its assigns, will

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 rights of way on February 15, 1963, 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 title to all future danger trees cut pursuant to the terms hereof shall remain in the owner thereof at the date of cutting; 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 30th day of March, 1963.

✓ Laurence A. Beaudry
Lawrence A. Beaudry
✓ Alice N. Beaudry
Alice N. Beaudry

BPA 177
Rev. 5-19-52

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

STATE OF WASHINGTON)
) ss:
COUNTY OF KILLIKAT)

On the 30TH day of MARCH, 1963, personally came before me, a notary public in and for said County and State, the within-named LAWRENCE A. BEAUDRY and ALICE N. BEAUDRY, 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.

R. J. Anderson
Notary Public in and for the
State of WASHINGTON
Residing at BINGEN
My commission expires: 5-23-63

(SEAL)

Unofficial Copy

STATE OF Wash.)
) ss:
COUNTY OF Skamania)

I CERTIFY that the within instrument was received for the record on the 23 day of April, 1963, at 8:40 A M., and recorded in book 51 on page 225, records of Skamania of said County.

Witness my hand and seal of County affixed.

Evelyn O'Neal
By D. Simmons Deputy.

