

32 494
Tract No. ST-5
ST-6
ST-AR-2-1

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The GRANTORS, BRUCE STARKER and ELIZABETH BOND STARKER, husband and wife, for and in consideration of the sum of TWO THOUSAND THREE HUNDRED FIFTY DOLLARS (\$2,350.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grant, bargain, sell, and convey 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 or more lines 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:

Tract No. ST-5

A strip of land of variable width, over and across Government Lot 8, the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 16, Township 2 North, Range 7 East of the Willamette Meridian, in Skamania County, Washington, except the south 430 feet of said Government Lot 8. The southeasterly boundary of said strip of land is the northwesterly boundary of the existing 300-foot wide right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission line, as shown in a judgment on a Declaration of Taking in the District Court of the United States for the Western District of Washington, Southern Division, Civil Cause No. 34 in said Court, recorded on February 6, 1939, under Auditor's File No. 26971, records of said county; and the northwesterly boundary of said strip lies parallel with and 50 feet distant northwesterly from the survey line for the Stevenson Tap to Bonneville-Alcoa Nos. 1 and 2 transmission lines between survey station 83 + 08.0 and survey station 105 + 06.5, and 62.5 feet distant northwesterly from and parallel with said survey line between said survey station 105 + 06.5 and the north line of said Section 16, as said survey line is now located and staked on the ground over, across, upon, or adjacent to the above-described property. Said survey line is particularly described as:

Beginning at a point in the northerly property line of the United States of America for its Bonneville Power Administration's North Bonneville Substation N. 26° 18' 00" E. 2236.1 feet from the westerly southwest corner of the B. B. Bishop Donation Land Claim No. 39, which point is designated as survey station 55 + 82.6; thence N. 38° 46' 10" E. 604.9 feet to survey station 61 + 87.5 Back = 62 + 04.2 Ahead; thence N. 33° 25' 30" E. 4302.3 feet to survey station 105 + 06.5; thence N. 41° 41' 20" E. 1609.0 feet to a point in the north line of said Section 16, S. 89° 07' 50" E. 1306.2 feet from the quarter section corner in said north line, which point is designated as survey station 121 + 15.5.

Tract No. ST-6

A strip of land 100 feet in width, over and across Government Lots 1 and 2 and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 9, Township 2 North, Range 7 East of the Willamette Meridian, in Skamania County, Washington. The boundaries of said strip lie 50 feet distant from, on each side of, and parallel with the survey line for the Stevenson Tap to Bonneville-Alcoa Nos. 1 & 2 transmission lines, as said survey line is now located and staked on the ground over, across, upon, or adjacent to the above-described property. Said survey line is particularly described as:



Beginning at a point in the south line of said Section 9, S. 89° 07' 50" E. 1306.2 feet from the quarter section corner in said south line, which point is designated as survey station 121 + 15.5; thence N. 41° 41' 20" E. 500.6 feet to survey station 126 + 16.1 back = 126 + 00.0 Ahead; thence N. 36° 25' 30" E. 2327.4 feet to a point in the east line of said Section 9, S. 0° 54' 30" W. 443.5 feet from the quarter section corner in said east line, which point is designated as survey station 149 + 27.4.

Except that portion of said 100-foot wide strip which lies within the existing 300-foot wide right of way of the United States of America for its Bonneville Power Administration's Bonneville-Coulee transmission line, as shown in a judgment on a Declaration of Taking in the District Court of the United States for the Western District of Washington, Southern Division, Civil Cause No. 34 in said Court, recorded on February 6, 1939, under Auditor's file No. 26971, records of said county.

This easement shall include the right to install guys and anchors beyond the outside limits of the right of way at angle points.

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 Grantors 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 as follows:

<u>Width of Strip</u>	<u>Side of Right of Way</u>	<u>From</u>	<u>To</u>
20 feet	Northwesterly	Grantors' south property line in Gov't Lot 8, Sec. 16, T.2 N., R.7 E., W.M.	Opposite survey station 118 + 00
7.5 feet	Northwesterly	Opposite survey station 118 + 00	North line, Sec. 16, T.2 N., R.7 E., W.M.
20 feet	Northwesterly	South line Sec. 9, T.2 N., R.7 E., W.M.	Opposite survey station 127 + 50
30 feet	Northwesterly	Opposite survey station 127 + 50	Opposite survey station 129 + 50
75 feet	Northwesterly	Opposite survey station 133 + 50	East line NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 9, T.2 N., R.7 E., W.M.

and contiguous to said right of way that (a) are danger trees on the date hereof (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

Grantors also hereby grant, bargain, sell, and convey 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 fourteen 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 Grantors in those portions of Government Lot 1 and NE¹/₄SE¹/₄, Section 9, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, 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. 125902, prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference, made a part hereof.

The Grantors reserve 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 Grantors, 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, subject to the availability of appropriations, or its assigns, will repair such damage. It is further understood and agreed that the Grantors 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.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantors covenant 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 the date hereof, 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 Grantors 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 Grantors also covenant to and with the UNITED STATES OF AMERICA that Grantors are lawfully seized and possessed of the lands aforesaid; have 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 Grantors 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.

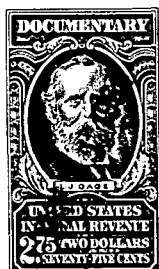
Dated this 20th day of March, 1964.

Bruce Starker

Bruce Starker

Elizabeth Bond Starker

Elizabeth Bond Starker



STATE OF *Oregon*)
) ss:
COUNTY OF *Benton*)

On the *20th* day of *March*, 19*64*, personally came before me, a notary public in and for said County and State, the within-named

BRUCE STARKER and ELIZABETH BOND STARKER, 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.

(SEAL)

Jay A. Martin
Notary Public in and for the
State of *Oregon*
Residing at *Cornell, Ore*
My commission expires: *9-21-65*

STATE OF *Washington*)
) ss:
COUNTY OF *Skamania*)

I CERTIFY that the within instrument was received for the record on the *21* day of *May*, 19*64*, at *12:50 PM.*, and recorded in book *52* on page *494*, records of *Deeds* of said County.

Witness my hand and seal of County affixed.

Evelyn O'Neal
By *S. Simmons* Deputy.

After recording, please return to:

mre 7-15-63

TITLE SECTION, BRANCH OF LAND
BONNEVILLE POWER ADMINISTRATION
P.O. BOX No. ~~3621~~ 3621
PORTLAND 8, OREGON

ST-5A
STATE OF WASHINGTON
(DEPT OF NATURAL RESOURCES)
NE $\frac{1}{4}$ NE $\frac{1}{4}$ SEC 16
SURVEY LENGTH 15'

ST-6
BRUCE STARKER ET UX
PART OF LOT 2, PART OF LOT 1 & PART OF
SURVEY LENGTH 2828.0'
60 ACRES
STA 121+155 TO STA 126+161
STA 126+00.00 TO STA 149+
ST-AR-2-1 LENGTH 80'

ST-7
U S A (BLM)
NW $\frac{1}{2}$ SW $\frac{1}{2}$ SEC 10
R/W & LENGTH 540'
12 ACRES
STA 149+27.4 TO STA 154+69

WASHINGTON GRID - SOUTH ZONE
FACTOR 0.9998534
HORIZONTAL SCALE
100 0 200 400
10 0 20 40
VERTICAL SCALE

