

887156

**TRANSMISSION LINE EASEMENT**

*B. V. 62697*

*W. J. M. C.*  
*J. E.*

FOR AND IN CONSIDERATION of the sum of Three Hundred Fifty- - - - -  
- - - - - Dollars (\$ 350.00 ),

in hand paid, receipt of which is hereby acknowledged, we, H. B. KRUEGER and HAZEL B. KRUEGER, husband and wife now and at the time of acquiring title, have granted, bargained, and sold and by these presents do hereby grant, bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns, a permanent easement and right-of-way over, upon, under, and across the following-described land in the County of Clark , in the State of Washington ; to wit:

That portion of the  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 5, Township 1 North, Range 4 East, W.M., described as beginning at a point in the center of Secondary State Highway No. 8B, said point being 1398 feet south of the north line of the  $SE\frac{1}{4}$  of said Section 5; thence southerly along the center line of said highway a distance of 67 feet; thence east to the center of the channel of the Washougal River; thence northerly along the center of the channel of said river a distance of 67 feet; thence west to the point of beginning;

And that portion of the  $W\frac{1}{2}$  of the  $SE\frac{1}{4}$  of Section 5, Township 1 North, Range 4 East, W.M., described as beginning at the southwest corner of the tract of land conveyed to H. W. Kopp by that certain deed dated September 15, 1921, and recorded in Book 146 at page 224 of the Records of Deeds of Clark County, Washington, said point being 67 feet southerly along the center line of Secondary State Highway No. 8B from a point in the center line of said highway, which is 1398 feet south of the north line of the  $SE\frac{1}{4}$  of said Section 5; thence east along the south line of said H. W. Kopp tract to the center of the channel of the Washougal River; thence southerly along the center of the channel of said river 144 feet; thence in a westerly direction to the center of a private roadway; thence following the center of said private roadway to the center line of Secondary State Highway No. 8B; thence northerly along the center line of said highway to the point of beginning; which lie within a strip of land 100 feet in width, the boundaries of said strip lying 50 feet distant from, on either side of, and parallel to the survey line of the Bonneville-Camas-Vancouver transmission line as now located and staked on the ground over, across, and upon the above property, said survey line being particularly described as follows:

Beginning at survey station 260+09.5, a point on the east line of Section 5, Township 1 North, Range 4 East, W.M., said point being N.  $0^{\circ} 10'$  W. a distance of 740.5 feet from the southeast corner of said Section 5; thence N.  $78^{\circ} 59'$  W. a distance of 363.0 feet to survey station 268+72.5; thence N.  $75^{\circ} 06'$  W. a distance of 4286.2 feet to survey station 311+58.7, a point on the east line of the B. F. Tanner D. L. C. No. 42 in Section 5, Township 1 North, Range 4 East, W.M., said point being N.  $0^{\circ} 07'$  W. a distance of 237.2 feet from the southeast corner of said B. F. Tanner D. L. C.

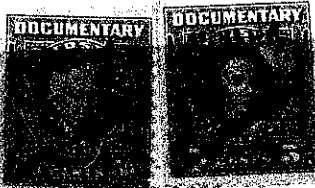
The aforesaid easement and right-of-way is for the following purposes, namely: the perpetual right to enter and to erect, maintain, repair, rebuild, operate, and patrol one or more electric power transmission lines, and one or more telephone and/or telegraph lines, including the right to erect such poles and other transmission line structures, wires, cables, and the appurtenances necessary thereto; the further right to clear said right-of-way and keep the same clear of brush, timber, inflammable structures, and fire hazards; and the right to remove danger trees, if any, located beyond the limits of said right-of-way.

TO HAVE AND TO HOLD the said easement and right-of-way unto the UNITED STATES OF AMERICA and its assigns, forever.

It is further understood and agreed by the undersigned that the payment of such purchase price is accepted as full compensation for all damages incidental to the exercise of any of the rights above described.

We covenant with the UNITED STATES OF AMERICA that we are lawfully seized and possessed of the lands aforesaid; have a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances, except as above noted, and that we will forever warrant and defend the title thereto and quiet possession thereof against the lawful claims of all persons whomsoever.

Dated this 27 day of March, 1942.



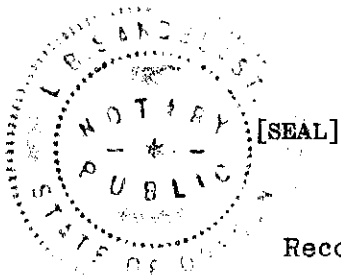
WITNESSES:

*H. B. Krueger*  
H. B. Krueger  
*Hazel B. Krueger*  
Hazel B. Krueger

STATE OF Oregon  
COUNTY OF Multnomah } ss:

On the 27 day of March, 1942, personally came before me, a notary public in and for said County and State, the within-named H. B. KRUEGER and HAZEL B. KRUEGER, 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.



L. C. Sandberg  
Notary Public in and for the State of Oregon  
Residing at Portland

Recorded Mar. 31, 1942 at 3:48 P.M., by Fletcher Daniels Abst. Co., K.W. Durgan, County Auditor. My commission expires: February 1, 1946

STATE OF Washington  
COUNTY OF Clark } ss:

I CERTIFY that the within instrument was received for record on the 31 day of Mar., 1942, at 3:48 o'clock P.M., and recorded in Book 315 on page 395, Records of Deeds of said County.

Witness my hand and seal of County affixed.

K.W. Durgan, County Auditor.  
By Gladys B. Conrad Deputy.  
16-16296

Note to Recording Officer:

Upon recordation, please return to Norman T. J. McCaffery  
Bonneville Power Administration  
604 Odd Fellows Bldg.  
Portland, Oregon

