STATE OF Washington }ss.

May A. D. 1929 before me Ben J. Pearson, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Arthur Stovner and Alice Stovner, his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and leed for the uses and purposes therein mentioned.

MASH

WITNESS my hand and official seal the day and year in this certificate first above written.

Ben J. Pearson

Notary Public in and for the State of Washington, residing at Tacoma.

STATE OF Washington) -

tay A. D. 1929 before me Ben J. Pearson, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally came Chas. E. Brown and Florence H. Brown, his wife to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



WITNESS my hand and official seal the day and year in this certificate first above written.

Ben J. Pearson

Notary Public in and for the State of Washington, residing at Tacoma.

Received for record June 15th, 1929 at 11:42 A. M., and recorded at the request of Pas. Tel. & Tel. Co.

County Auditor.

TD-T

CHAS. E. BROWN & WIFE
TO
THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY
D-T

EASEMENT.

\$1.00

Ridgefield Wash May 7 1929 1. FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, the undersigned, hereinafter referred to as the Grantor, does by these presents grant, bargain, sell, convey and confirm unto THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a California corporation, hereinafter referred to as the Grantee, a perpetual easement for the purpose of erecting, operating and maintaining a line of poles, with the necessary anchors and guys therefor, with the right to place, operate and maintain upon said poles from time to time wires, cables, crossarus, fixtures and appliances necessary for the business of said Grantee; and also for the purpose of placing (at any time), operating and maintaining along and adjacent to said pole line underground cables, with the necessary conduits and manholes therefor; together with the right to cut down (fruit and nut trees excepted) and keep trimmed all trees and brush as and when said Grantee may elect, within a strip thirty (50) feet on each side of thekenter of said line of poles; the location of said line of poles to be determined by, and to become permanent upon, the construction of said line of poles; in, over, through and across, or adjacent to the following described lands, owned by the undersigned, situate, lying and being in the County of Clark, State of Washington: South Half  $(5\frac{1}{2})$  of Southwest quarter (SW $\frac{1}{4}$ ) of Section Four (4) Township four (4) North,

- 2. The Grantee, its contractors, agents, employees and servents shall at all times have full and free ingress to and egress from said lands for all of the purposes in this easement mentioned, and also the right at any time to remove said poles, crossarms, cables, wires, conduits, manholes and all appurtenances from said lands, with the specific understanding that the Grantee shall be responsible for any damage suffered by the Grantor caused by Grantee's exercise of the rights herein granted.
- 3. The Grantee, its contractors, agents, employees and servants shall also have the right at any time to fell all trees (fruit and nut trees excepted) on the above described lands which in falling could reach within a distance of ten (10) feet of said line of poles, it being understood that the Grantee will trim all trees by it felled and burn or otherwise dispose of trimmings and brushto the satisfaction of the Grantor. The logs shall remain the property of the Grantor.
- 4. The Grantee is also granted the right from time to time to increase or decrease the size, weight or number and to change, along said line, the position of the poles, crossarms, wires, cables, conduits, manholes, anchors and guys and all appurtenances which may be constructed or installed hereunder.
- 5. The Grantor agrees, for himself and all others acting by, through, or under him, not to build, erect or maintain any buildings, sheds or barns, rubbish, brush piles cr other inflammable substance under said poles, wires and fixtures, or within a distance of fifty (50) feet from said line of poles.
- 6. The Grantor further agrees not to do any blasting or discharge any explosives or to grant any right or permit to do any blasting or discharging of explosives within a distance of three hundred (300) feet of said line of poles without giving ten (10) days: notice in writing of intention so to do to the Grantee.
  - 7. The Grantor further agrees:
- (a) Not to erect, construct or maintain, or to grant any right or permit for the erection, construction, or maintenance of, any electric power transmission line or lines upon, over, through or across the above described lands, parallel with and within sixty (60) feet of the line of poles placed by the grantee.
- (b) Not to erect, construct or maintain, or to grant any right or permif for the erection, construction or maintenance of, any electric power transmission line or lines carrying voltages in excess of five hundred (500) valts, upon, over, through or across the said lands, parallel with and within fifteen hundred (1500) feet of the Grantee's pole line.
- (e) Not to erect, construct or maintain, or to grant any right or permit for the erection, construction or maintenance of, any electric power transmission line or lines upon, over, through or across the said lands which would create a crossing of the Grantee's pole line at an angle of less than thirty-five (55) degrees.
- 8. The conditions and provisions of this easement shall inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year in this instrument first above written. Witness: Ben J. Pearson

CHAS. E. BROWN FLORENCE H. BROWN

Form approved McMicken, Ramsey & Rupp Bernard Reiter